

EXHIBIT D

To the Affidavit of Nick Abraczinskas

CORPORATE OPERATIONS MANUAL

Sponsored by

The Executive Committee
Holtec International

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1.0 SCOPE AND APPLICABILITY

This document contains information on Holtec International's policies and operational details to provide day-to-day guidance to the Company's associates and managers at all domestic and overseas operations centers.

This document shall be revised from time to time to maintain it in current status. The latest issue of this document is saved on Holtec's corporate network under G:\Generic\Holtec Corporate Manuals\CD-09\CD-09 Corporate Operations Manual, where all other "high level" manuals reside.

Between updates of this manual, interim instructions on operational related items are issued through "Administrative Memos". The Administrative Memos are issued via e-mail and stored in the main server at G:\Generic\Admin\Administrative Memos.

2.0 ORGANIZATION CHARTS, HOLTEC MANUALS, AND OTHER GENERIC CORPORATE DOCUMENTS

2.1 Organization Charts

The Corporate and Division level organization charts can be found on the Company's network under G:\Generic\Admin\Organizational Charts. The divisional organization charts are updated by the Company's Corporate Administrative Department.

2.2 Manuals

All Company associates should be aware of the following manuals and be familiar with them, if required by their work.

	Document	Applicable Locations	Document I.D.	Holtec Sponsor
1.	Holtec Employee Manual	All	CD-1	Marc Nocera
2.	Holtec Personnel Training Manual	All	CD-2	Mark Soler
3.	Holtec Quality Assurance Manual	Marlton, Pittsburgh, Lakeland, and Kiev	CD-3	Mark Soler
4.	Holtec Quality Assurance Procedures Manual	Marlton, Pittsburgh, Lakeland, and Kiev	CD-4	Mark Soler
5.	Holtec ASME Code Quality Manual		CD-5	Mark Soler
6.	ISO-9001 Manual		CD-6	Mark Soler
7.	Corporate Governance and Ethics Manual	All	CD-7	Mark Soler
8.	Not Used		CD-8	
9.	Corporate Operations Manual	All	CD-9	Kris Singh
10.	Not Used			
11.	Not Used			
12.	Not Used			
13.	Not Used			
14.	Not Used			
15.	Not Used			
16.	Rigging Manual	Pittsburgh, Orrville, Lakeland, All Nuclear Sites	CD-16	Steve Soler

17.	Site Safety Plan	All Nuclear Sites	CD-17	Steve Soler
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All Company manuals are maintained in the Company's network under G:\Generic\Holtec Corporate Manuals.

In addition to the above generic manuals, Holtec International's operating divisions also issue manuals for specific projects. O&M manuals and the manufacturing manual are examples of such manuals, which can be found in the database that contains all Holtec reports.

2.3 Agreements with External Organizations

The following standard agreement forms shall be used, as applicable, in entering the Company into a legally binding relationship with another entity and may only be signed into use by the Chief Financial Officer or his designee:

Agreement	Purpose	Access
1) Representation Agreement	For engaging sales representatives	G:\Generic\Holtec Corporate Agreements\Representation Agreement
2) Non-Disclosure Agreement (also known as Confidentiality Agreement)	Used with any company to control use of mutually transmitted information	G:\Generic\Holtec Corporate Agreements\Non-Disclosure Agreement
3) Teaming Agreement	Engage in collaborative business efforts with peer companies	G:\Generic\Holtec Corporate Agreements\Teaming Agreement
4) Declaration Pursuant to 10CFR2.390	For delineating proprietary information to the USNRC	G:\Generic\Holtec Corporate Agreements\Declaration Pursuant to 10CFR2.390

All of the above agreement documents are maintained in the network under: G:\Generic\Holtec Corporate Agreements. Please contact the Corporate Administration Department for any questions regarding the documents.

3.0 GUIDELINES TO COMPANY EXECUTIVES AND MANAGERS

3.1 Mandatory Guidelines

1. No one person in the Company is authorized to autonomously commit the Company to an Agreement of any kind: This includes Teaming, Alliance, Non Disclosure, Non-Use, Employment, Confidentiality, Non-Circumvention and Representation Agreements. It also includes Job Offer Letters, Purchase Orders, etc. Any Agreement that binds the Company to any corporate obligation must be initialed by the Division head (Holtec Vice President) and formally signed by the Chief Financial Officer or his designee.
2. Every Agreement must have a sunset clause. For example, a Representation Agreement must have provision to expire automatically (as an example, if the “rep” has been inactive for, say, six months).
3. Placement of purchase orders must follow the process set down in this manual: A Purchase Order placed in violation of the Company’s written process will be deemed invalid, and make the issuer personally liable for any resulting damages.
4. Issuing e-mails or other forms of written communication obliging the Company to a direct or implicit liability is forbidden: This includes making a promise of future work to any vendor or a promise made to a client for work outside of the contract’s scope.
5. We must process a valid vendor invoice punctually. If the invoice is deficient, it should be returned to the sender with a completed Form F-02 (Notice of Invoice Deficiency).
6. The “Notice of Commercial Claim” (Form F-01) must be issued and tracked if a vendor costs Holtec time, money or resources because of a vendor error: *No exception*.
7. No work shall be ordered from any associate or contractor of Holtec without a Purchase Order prepared and authorized as stated in this manual – no freelancing.

3.2 Management of Operations Centers and Interface with Corporate Acquisitions Department

Management of Operations Center		
	Item	Comment
1.	Purchasing Activities	See Note 1
2.	Recruitment, Salaries, and Termination of Salaried Workers (see Note 2)	Must be approved by the Corporate Sponsor and the Executive Committee
3.	Budget and Expenditures	See Note 3
4.	Performance Assessment	See Note 3
5.	Making Bids	VP in Charge or Designee
Note 1: Holtec's Corporate Acquisitions Department (CAD) is led by the NPD Program Manager, who is supported by the Supply Chain Manager, and by the Purchasing Specialists.		

A Holtec Associate must enter his/her Purchase Requisition (PR) request as a task in the Task Tracking Database and provide the appropriate drawings and purchasing specifications to the Purchasing Specialist so that the purchase order can be issued. The Associate may prepare the Purchasing Requisition in the PR Database and submit to the CAD directly, provided that the due diligence to select the supplier has been done, in which case CAD will need to concur. The PR may be submitted to the CAD directly if the procurement is for *services (i.e., not goods)*.

The above guidelines apply to all Holtec Operation Centers unless specific purchasing rights are given by CAD to a specific organization (viz., purchase of weld wire and gas to Pittsburgh).

Note 2:

Follow the guidelines of the Corporate Governance Manual (CD-7) scrupulously. Handling of all personnel matters shall be consistent with the Employee Handbook (CD-1). Specifically, any hint of nepotism in hiring or promotions is inconsistent with the Company's corporate creed.

Note 3:

Each Operations Center Chief will provide a budget for the four following quarters listing total projected expenses for the Center's billings for work directly secured (sold) by the Center. The Executive Committee and the Corporate Sponsor will evaluate the performance of the Center at the end of the quarter.

The Operations Center Chief is authorized to make purchases of routine items without the Corporate Sponsor's authorization, using Express Purchase Orders. For special purchases, concurrence of the Corporate Sponsor is required.

The Executive Committee will evaluate the performance of the Operations Center Chief in the preceding quarter using four criteria:

1. Profitability or control of unnecessary expenditures, as applicable.
2. Leadership achievements (status of associate morale).
3. Productivity of the work force.
4. Prognosis for the next quarter.

Note 4:

Each Operations Center can bid on projects in its core areas of competence. However, for a bid over \$500 thousand dollars, the bid price must be approved by the designated Quotation Sponsor. In all cases, the Terms and Conditions for the sale must be approved by the Corporate Sponsor.

3.3 Notion of "Apparent Authority"

Anyone who bears the title of Vice President or Director should be aware of a legal truism known as "*Apparent Authority*" under which any commitment made by a company official may hold up as a corporate commitment in a court of law.

Don't sign or make an oral promise to anyone unless authorized in writing to do so by a published policy statement by the Company's executive leadership.

Any manager or executive who is unclear about his or her authority with respect to a certain matter should get a clarification by e-mail from the Company's CEO or his designee. Specifically, a Holtec manager or executive shall not sign or make an oral promise to anyone unless he or she has been authorized in writing to do so by a Corporate Document or by e-mail from the CEO or the CFO. At most one can promise to recommend, but must not commit. Failure to observe this rule shall be treated as a reprehensible conduct.

3.4 Canons of Management Conduct

Please bear in mind that the emotional well being of the company associates who report to you is heavily influenced by your posture towards them. Language that may be construed as threatening, retaliatory, or otherwise likely to have a chilling effect must never be used. Language that reflects a bias with respect to gender, race, sexual orientation, or ethnicity likewise must be completely absent from your vocabulary (and your hearts, if possible).

Any Holtec associate who behaves belligerently and threatens you with legal action should be politely informed that the Company will have no objection to such action by him/her.

In short, be kind and gentle in all your interactions with your staff.

4.0 PROJECT MANAGEMENT, FINANCE MANAGEMENT AND HUMAN RESOURCES TOOLS

4.1 Project Management Forms

A number of forms labeled PM-01 through PM-07 are used by the Company's project managers to communicate information to the client in an efficient and succinct manner. Please go to G:\Generic\Admin\Administrative Memos\Project Management Forms to retrieve the Word file of the form that you need. The following forms are in use as of December 2010:

Form I.D.	Title
01	Document Comment Resolution Form
02	Summary of Project Enhancement Initiatives Based on Client Report Card Feedback
03	Request for Contract Price Adjustment (CPA)
04	Visitor's Code of Conduct
05	Site Work Delay Notice
06	Request for Immediate Action to Protect Schedule
07	Acceptance Criteria for a Valid Request for An Equitable Adjustment of Contract Price

Of the above forms, PM-03, Request for Contract Price Adjustment is explained in detail in Chapter 7.

4.2 The Project Management Team

All projects categorized as *large* in the Company's ISO 9001 program shall have a PM and an APM in the Project Team. The Program Manager shall appoint the PM and the APM from the cadre of project management staff.

In all cases, at least one member of the Project Team shall be Marlton-based. The composition of the Project Team may be adjusted by the Program Manager during a project's life cycle as the project moves from engineering to manufacturing to site services. To avoid ambiguity, the normal activities of the Project Team shall be clearly delineated by the Program Manager between the PM and the APM.

The routine activities consist of:

1. Ongoing interaction with the client such as to secure input data, establish performance schedules, make submittals, etc.

2. Internal interactions with HTS staff, including the design sponsor, analysts, designers, etc.; shepherding the “software” work at Marlton.
3. Ensure that material procurement occurs on time.
4. Ensure that the manufacturing releases are made ASAP.
5. Maintain all databases (PSD, PHD, Milestone payment database, etc.), and the Project Punch List; make Project Progress Report submittals.
6. Maintain the project “INT” list and ensure that all incoming and outgoing project correspondences are filed in the project folder without fail.
7. Ensure that all project invoicing occurs timely and approve vendor invoices promptly.
8. Secure increase of work scope from the client, obtain price quotes from the Sales department, issue CPAs and make award announcements.

The duties between the PM and APM shall be divided to take advantage of each individual’s talents and expertise. Proper allocation of duties is critical to smooth project management. The Project Management members shall be identified by an “icon” on the Company’s monitors to provide quick access to this information to all Company personnel.

4.3 Meeting Minutes

All meetings of potential contractual, commercial, or technical consequence shall be documented in the Minutes-of-the-Meeting template provided in Exhibit 4.A.

4.4 Financial Management Tools

The following standard forms are used by the Company for internal and external communications on a project by the Company’s Accounting/Finance Department, project managers or contract managers, as applicable. These forms reside on the network under G:\Generic\Admin\Administrative Memos\Accounting Forms F Series.

Form I.D.	Title
F-01	Notice of Commercial Claim (NOCC)
F-02	Notice of Invoice Deficiency (NOID)

Of the above forms, Form F-01, Notice of Commercial Claim (NOCC), is explained in detail in Chapter 7.

The Notice of Invoice Deficiency (NOID) form is used to document if a Supplier invoice can not be approved for payment. In order to approve the Supplier Invoice for payment, the Procurement Department personnel need to determine the completeness of the Vendor invoices and to verify that requirements of the Holtec Purchase Orders have been met by the Vendor before the Invoice

can be approved. Among other things the Procurement Department personnel check the following checklist items listed on the NOID:

1. The Holtec Purchase Order (PO) for the deliverable does not exist in our system.
2. A Holtec PO has been issued but has not been acknowledged by the Supplier.
3. A valid Holtec PO has not been issued or the PO has expired.
4. The invoice is premature: the Supplier has not met the delivery milestone.
5. The invoice is unsubstantiated.
6. The Business Unit's Receiving Department has rejected the delivered item (in whole or in part).
7. There is an outstanding Notice of Commercial Claim against the Supplier; the invoice needs to be adjusted accordingly and re-issued.
8. Holtec's Client has rejected the work product (Please contact Holtec's Project Manager).
9. Invoice cannot be processed because of lack of information (Purchase Order #).
10. The Holtec Travel Authorization Form is missing.
11. The Holtec Supervisor's Authorization is missing from the Expense Reimbursement Request.

If the answer to any of the questions listed above is "Yes" then Invoice is rejected and NOID form is issued to inform the Supplier that an NOID has been issued against their invoice and payment cannot be processed.

4.5 Recruitment, Retention, and Termination of Personnel – HR Forms

No company personnel shall be terminated for reasons of discrimination of any kind. The forms used by the Company for recruiting and terminating personnel are maintained in the Company's network under: G:\Generic\Admin\Employee Manual & HR Forms-Benefits\Human Resources Forms. Additional information on this matter may be found by contacting the Company's Human Resources Department. Each Company manager should follow the latest applicable Company guidelines for evaluating an employee's performance as well as handling any resignation/termination of an employee.

Please see the attached table below for the applicable Human Resources forms. Please note that the tables and forms are updated regularly. Please visit the network at G:\Generic\Admin\Employee Manual & HR Forms-Benefits\Human Resources Forms for the latest table and forms.

Form I.D.	Title
HR-0	Holtec International New Hire Checklist
HR-01	Holtec International Application for Employment
HR-02	Background Check Disclosure and Authorization for Release
HR-03	Background Check Applicant Information
HR-04	Holtec International Offer Letter
HR-05	Holtec International Offer Form
HR-06	Required Information for New Employee IT Setup

Form I.D.	Title
HR-07	Holtec Employee Performance Review Form
HR-08	Application for Signing Bonus
HR-09	Application for Moving Expense Coverage-Bonus
HR-10	Form W-11: Hiring Incentives to Restore Employment (HIRE) Act, Employee Affidavit
HR-11	Holtec International Conditions of Employment
HR-12	Holtec Standard Procedure HSP-1001: Corporate Governance
HR-13	Form I-9, Employment Eligibility Verification
HR-14	Form W-4
HR-15	IAA Member Enrollment Form
HR-16	Sun Life and Health Insurance Company Enrollment Request
HR-17	Mutual of Omaha Enrollment Form
HR-18	Orrvilon, Inc Standard Procedure OSP-1001
HR-19	Orrvilon, Inc. Conditions of Employment
HR-20	Visitor Access and Authorization Form
HR-21	Form for Requesting and Reporting Vacation Leave, Floating Holidays or Illness
HR-22	Holtec International Security Policy
HR-23	Rosenbluth Travel Profile Form
HR-24	Holtec International Application for Education Assistance
HR-25	Holtec International Application for ADVANCE Education Assistance
HR-26	Holtec International Profit Sharing Plan (401K Plan) Participant Enrollment and Change Form
HR-27	Holtec International Profit Sharing Plan Beneficiary Designation Form
HR-28	Travel Authorization Form
HR-29	Expense Reimbursement Request
HR-30	Holtec International Employee Information Form
HR-31	FSA Enrollment Form 2011
HR-32	Form W-9 Request for Taxpayer Identification and Certification for 1099 Contractors
HR-33	Holtec Direct Deposit Form
HR-34	Directors Questionnaire
HR-35	Holtec Compensation Schedule 2011
HR-40	Holtec Notice of Reprehensible Conduct (NRC) Form
HR-41	Holtec Damage Report on Erroneous Work (DREW) Form
HR-42	Holtec Demerit Notice Form
HR-43	Holtec Employee Warning Letter Form
HR-44	Holtec Citation for Meritorious Work Form

4.6 Guidelines on Internal Communications on Projects

Please observe the following rules to ensure that our standard operating procedures for internal communications on our projects are followed:

1. All technical developments in the project are shared within the project team in real time. No one in the project team shall be kept in the dark regarding any technical matter.

2. Concise minutes-of-the-meeting shall be prepared documenting all commitments and developments whenever a substantive meeting with an external entity occurs. Such meetings should preferably be attended by two Holtec personnel. The minutes shall be documented in Holtec's template.

The above rules are essential for Configuration control, which is mandated by our QA program. They are also needed to make our project (like a crane) Single Failure Proof: Proverbially speaking; no road mishap occurs if any one person falls off the turnip truck.

In short, complete internal transparency and unfettered communications are a must in all Holtec projects.

5.0 GUIDELINES ON CONFIDENTIALITY AND PROPRIETARY INFORMATION

5.1 Confidentiality as a Company Creed

Confidentiality at Holtec is a corporate, personal, legal, and ethical obligation. Confidentiality is paramount to conducting business in a professional manner. It is the policy of the Company to ensure that the operations, activities, and business affairs of the Company, its customers, clients and suppliers are kept confidential. If, during the course of your employment, you acquire confidential and proprietary information, for example, information regarding product ideas, product development, and sales techniques as it relates to the Company, its clients, customers, and suppliers, such information is to be held in strict confidence and should not be disclosed with anyone outside the Company. Holtec employees are responsible for the internal security of such information.

Virtually all of the Company's contracts have a Confidentiality section that obligates the Company and its personnel to maintain clients' confidential information as "confidential". Our clients also reciprocate by maintaining confidentiality of our confidential information.

Company employees are requested to be aware of what information is confidential and exercise utmost diligence and care in protecting that information. To that extent, included in this manual is a sample of a confidentiality clause that delineates what is confidential in our contracts. Please see attached Exhibit A. If any employee is uncertain about any aspect of the Company's policy on confidentiality, he or she should check with his or her supervisor and with the Corporate Administration Department. For the latest approved version of the Confidentiality Agreement for protection of the Company's confidential and proprietary information, please go to G:\Generic\Holtec Corporate Agreements\Non-Disclosure Agreement on the Holtec network.

5.2 Holtec Proprietary and Confidential Information

All Holtec employees are reminded that as part of the Conditions of Employment document "You agree[d] that you will not, during or after your employment with Holtec, (i) disclose, in whole or in part, any Holtec confidential information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever unless authorized in writing to do so by Holtec..."

So there is no confusion regarding what an employee's obligation is in regard to how any document at Holtec should be treated, associates are advised that **all** Holtec-generated documents/information are considered to be proprietary or confidential in nature, unless specifically identified to the contrary. Therefore, a Holtec associate is obligated by such language to ensure that **all** Holtec-generated Information which he or she has access to or which he or she handles as part of his daily employment duties remain confidential and not be disclosed to a third party.

*All Holtec-generated Confidential Information, no matter how simple or unimportant it may seem, may **NOT** be shared or forwarded to any person who is no longer employed by Holtec.*

5.3 Handling the Confidential Information of Others

1. Scope

Holtec has many kinds of business relationships with many companies and individuals. Sometimes, they will volunteer confidential information about their products or business plans to induce the Company to enter into a business relationship. At other times, Holtec may request that a third party provide confidential information to permit the Company to evaluate a potential business relationship with that party. Whatever the situation, Holtec expects its employees to observe obligations of confidentiality and non-disclosure of confidential information and trade secrets of others with the same diligence used to protect Holtec's own confidential information and trade secrets. The Company respects the legitimate intellectual property rights of others and will not reproduce or use software or other technology licensed from suppliers except as permitted by the applicable license agreement or by law.

2. Procedure

From time to time, the Company enters into an agreement with another company ("*Disclosing Party*" or "*Provider*") which places restrictions on Holtec with respect to use or dissemination of certain confidential information ("Confidential Information") received from the Disclosing Party. The procedures for handling such Confidential Information are as follows:

- a. The originally executed Confidentiality Agreement or Non-Disclosure Agreement shall be kept in the Agreements online files and Binders (in the custody of Holtec's CFO). A scanned copy of the Agreement shall be placed in the engineering file by the Assistant Project Manager or Project Manager. The only Holtec personnel authorized to enter into the Agreement are the Holtec CFO or his designee.
- b. The Project Manager (of the project affected by this Agreement) and the Program Manager shall be orally advised of the signing of the Agreement by the Holtec representative who is the Signer of the Agreement.
- c. The Project Manager will issue an e-mail notice to all project team members advising them of the Agreement.
- d. The Information received pursuant to the Agreement shall *not* be copied or distributed. The following personnel are designated to serve as the custodian of Information:

Nuclear Projects:	Program Manager – NPD
Power (non-nuclear) Projects:	Program Manager - PPCD
- e. Any project team member who needs access to the Information will receive same from the designated Custodian for use purposes only. Information will not be photocopied unless explicitly authorized by the Custodian (in writing). The authorization to copy will be given by the Custodian *only* after the Company's concurrence has been received.

- f. Notice of availability of all restricted Information will be announced through the Project Plan, a notation in the engineering file, e-mail to the project team members, and/or other means as deemed appropriate by the Project Manager.
- g. The Information will constitute a valid design basis for the Project. Upon completion of the project it will be placed in the QA records in the storage vault along with other quality records on that project. The Corporate QA Manager, who is the custodian of the Quality Records, will bear the sole responsibility to ensure that the confidentiality of the Information is maintained.

If the Information is not used or not needed as part of the Design Basis, then it shall be returned to the Disclosing Party (in original form, without copying). The Project Manager shall ensure that the agreed upon terms of the Agreement are followed.

3. Application

The above procedures apply to all Holtec projects (nuclear and non-nuclear).

5.4 **Standard Tombstone Text for Front Page of Holtec-Produced Documents (Reports, Procedures, Specifications, etc.)**

The following text shall be used by all Holtec Divisions for the proprietary notice on the front page footer of all Holtec-produced reports, procedures, specifications, etc.:

NOTICE OF PROPRIETARY INTELLECTUAL PROPERTY STATUS

This document contains valuable intellectual property of Holtec International. Holtec's rights to the ideas, methods, models, and precepts described in this document are protected against unauthorized use, in whole or in part, by any other party under the U.S. and international intellectual property laws. Unauthorized dissemination of any part of this document by the recipient will be deemed to constitute a willful breach of contract governing this project.

The recipient of this document bears sole responsibility to honor Holtec's unabridged ownership rights of this document, to observe its confidentiality, and to limit use to the purpose for which it was delivered to the recipient.

Portions of this document are subject to copyright protection under international and U.S. laws."

5.5 **Footnote on All Communications Containing Commercial Information**

The Company's commercial data should not be released to third parties. To prevent release, please ensure that any Holtec letter or email containing commercial information has the following footnote:

This communication contains confidential business/commercial information whose dissemination to third parties will have an adverse impact on Holtec International's business interests. Accordingly, the Company requests that the recipient prevent its release to any third party or to the general public. The recipient must not disclose or distribute this material outside his/her company without the express written permission of Holtec International.

5.6 Personnel Empowered to Execute Affidavits Pursuant to 10CFR 2.390(b) and 10CFR 72.48

In accordance with the requirements of 10 CFR 2.390(b)(1)(ii), the following delegations are made:

On behalf of Holtec International, the personnel in the positions listed below are authorized to review information sought to be withheld from public disclosure by the Nuclear Regulatory Commission (NRC) and execute affidavits applicable to such information. Any individual performing these functions must be familiar with the content of the documents to the extent that they are able to identify Holtec-proprietary information, as defined in 10 CFR 2.390.

- Any Company Vice President
- Program Managers
- Licensing Manager
- Site Services and Operations Manager
- A Discipline Technical Head (member of the TechHeads Group)

6.0 MANAGEMENT OF BANK ACCOUNTS, TRANSFER OF FUNDS AND PETTY CASH FOR REMOTE OPERATIONS CENTERS

- All Company bank accounts are opened and managed by the CFO and the Accounting/Finance Department
 - All Company Division bank statements should be scanned and emailed to the Accounting/Finance Department in Marlton, NJ immediately following their receipt from the local office
- No one person in the Company has the authority to transfer funds without the written authority of the CEO or CFO
- Petty cash may be kept on hand at Company locations in an amount no greater than \$500.00 at any time
 - All petty cash withdrawals must be documented and approved by the Accounting/Finance Department, which performs a monthly reconciliation of the petty cash account
- All bi-weekly and other Payroll transactions for all Company Divisions must be pre-approved by the Holtec CFO or his designee
- All salary increase or bonus proposals for any Company employee must be approved by the CFO in writing

7.0 REQUESTS FOR CONTRACT PRICE ADJUSTMENT (CPA) AND COST FORMS FOR PRICING PROJECTS

7.1 Contract Price Adjustment (CPA)

All proposals for any additional work on existing projects that arise from conditions described in the table below MUST be entered into the Paradox CPA Log database, and the status of each entry MUST be updated as clients make decisions on those proposals. The database contains a link to the CPA form, created in MS Word, which shall be filled out and electronically submitted to the clients. In certain cases, when the CPA form is not sufficient, the preparer may use an attachment with the CPA form.

1.	Existing option in the Project exercised by the client for which there is no price or schedule established in the contract.
2.	Expansion or reduction of work scope initiated by the client (e.g., Client would like to purchase a Mating Device).
3.	Erroneous or incomplete specification provided by the client; (i.e., causes additional work by redoing design/analysis work).
4.	Project schedule extended (escalation due to activity deferment).
5.	Schedule of Performance compressed (premium labor rate).
6.	Work disruption or delay by the Client (due to failure to provide input data on time; failure to provide timely release; underutilization of the Company's resources, etc.).
7.	Enhancement in the goods and services proposed by Holtec (e.g., upgrading of a commercial grade equipment to a NUREG-0612 compliant equipment).

7.2 Cost Forms

Cost Forms are Holtec's Company Confidential commercial information: They are saved in the directory: N:\Users\NMORELAN\COST FORMS PDF on the Company's network. The Cost Forms are accessible to only a limited group of the Company associates.

This section is intended to provide directives to the Company personnel engaged in preparing cost estimates and proposals on dry and wet storage projects including EPC (Engineering, Procurement and Construction) projects.

7.2.1 Applicable Cost Forms

Cost forms are Holtec's principal tool for preparing cost estimates. The table below provides the list of the Holtec Cost Forms currently in use by the Company:

Listing of Cost Forms	
Form I.D.	Title
CF.1	Standard T&M Rates for Engineering Services on Major Company Projects
CF.2	Legal & Miscellaneous Consulting Fee Schedule
CF.3	Personnel Service Rates for Wet Storage Site Construction Services
CF.4	Computer Code Utilization Cost Schedule
CF.5	Equipment Lease Rates for Wet Storage Site Services

Listing of Cost Forms	
Form I.D.	Title
CF.6	Unassigned
CF.7	Unassigned
CF.8	Personnel Service Rates for Dry Storage Site Construction Services
CF.9	Schedule of Storage Costs for Holtec's Dry Storage System Components
CF.10	Standard T&M Rates for Non-Technical Positions
CF.11	Standard T&M Rates for Engineering Services on Major Company Projects – Holtec Ukraine
CF.12	Unassigned
CF.13	Unassigned
CF.14	Unassigned
CF.15	Unassigned
CF.16	Unassigned
CF.17	Unassigned
CF.18	Unassigned
CF.19	Unassigned
CF.20	Project Cost Estimation Template for the Nuclear Power Division
CF.21	Project Cost Estimate Rates and Factors for Bids by the Holtec Manufacturing Division
CF.22	Project Cost Estimation Template for the Power Plant Components Division
CF.23	Method to Compute the Cost of Involuntary Suspension of Work at HMD
CF.24	Computation of Cost and Schedule Impact for Build-to-Print HMD Projects
CF.25	Request for Contract Price Adjustment (CPA)

7.2.2 Consistency and Transparency in Pricing Nuclear Projects

The Cost Forms provide a standard and transparent means to compute the selling price: They must remain the same for every Holtec client. Holtec is obliged to provide consistent pricing to all of its spent fuel (dry and wet) storage clients because of certain unique features of our dry and wet storage product lines. The notes below explain the special circumstances and the need for a faithful adherence to the Cost Forms by our estimating staff.

- a. To successfully recover their outlays from the Waste Fund, the utilities must show that they have been prudent in their contract negotiations and have not overpaid in relation to their peers. This has led to the so-called “Most Favored Client” or “Most Favored Nations Pricing” clauses that are embedded in our contracts with many of them. We cannot violate these contract terms and the adherence to the Cost Forms will prevent inadvertent non-compliance with these contracts through standard pricing across the utility customer base.
- b. Because several of our patents give us exclusivity in certain areas, many of our contracts are established by sole source negotiation. To ensure that no client feels that Holtec is unfairly leveraging its intellectual property to secure unreasonable profits, it is necessary that the Cost Forms be applied uniformly in all project estimates, regardless of our competitive situation. In competitively bid projects, the division's executive-in-charge

(Senior Vice President) has the freedom to raise the projected profit factor at his/her discretion.

- c. The rates and factors in the Cost Forms are based on input from our accounting consultants and reflect our ongoing operating experience. Use of the cost factors ensures predictable operating margins, which are an essential component of our financial profile to our external auditors, banks and insurance companies who provide vital financial support to us (Letters of Credit, performance bonds, credit line, etc.).

We represent to our financial partners (banks and insurers) that our Cost Forms are not subject to opportunistic discounting by our sales personnel that may erode our future operating margins. Therefore, no Company personnel are allowed to lower any of the rates or factors without CEO or CFO approval.

- d. The Cost Forms are intended to cover the whole gamut of circumstances that our estimators may encounter. However, if an estimator finds the guidance in a Cost Form on a particular item or scenario to be confusing or inadequate, then please contact the Accounting/Finance Department: a response will be provided immediately and the Cost Form in question will be appropriately clarified and, if necessary, the revision to the Cost Form will be issued without delay.
- e. There will be no additional intra-company markup (overhead factors) applied to the sale price of any goods or service delivered by one Holtec division to another except for hard goods delivered to HMD. HMD will levy a 5% handling fee (procurement overhead) to such items.

7.3 Notice of Commercial Claim

The Notice of Commercial Claim (NOCC) is submitted to a vendor due to failure to meet the requirements of a purchase order of either Holtec International (Holtec) or a Company's division such as Holtec Manufacturing Division (HMD). Any work that Holtec subcontracts to an outside vendor that is received back from the vendor with non-conforming conditions is costly to Holtec.

Issuance of Notice

In order to capture all additional costs that are incurred by HMD and other divisions due to these vendor errors, a Notice of Commercial Claim against the vendor must be filled out for each vendor-created CR or NCR. The following process (using HMD as an example) MUST be followed for ALL vendors. Ultimately, the Product Line Manager (PLM) and Commercial Claims Manager are responsible to make sure this process is followed:

1. As soon as the item is received and receipt inspected, any discrepancies that are found must be documented by PLM on a CR/NCR form
2. The PLM sends a note with the form to the HMD Commercial Claims Manager, the HMD Supply Chain Manager for cost tracking purposes, and to HMD Administration to be placed on the HMD Weekly NCR report. HMD Administration will place the PLM's name next to the NCR on the report in bold.

- Note that the QC Department will also need to have a cumulative overview of repeat offenders, as they may want to schedule on-site visits or program development efforts to bring them up-to-standard.
3. As soon as a copy of the Vendor-caused CR/NCR is received by the Commercial Claims Manager, a formal Notice of Commercial Claim against the vendor MUST be filled out by the Commercial Claims Manager and issued to the Vendor.
 4. A copy of the Notice of Commercial Claim shall be sent to all Holtec Accounts Payable departments, Purchasing departments at Corporate and HMD, and to the Holtec Corporate Financial Manager, so that any payment of the employed vendor invoice can be put on hold until the issue is resolved and future use of and relationship with the vendor may be determined.
 5. Even if the full HMD costs are not known when the Notice of Commercial Claim is issued to the vendor, it can be issued with a clearly noted ****Estimated Cost**** using the cost forms until all of the final employee costs are gathered and cost forms are used.
 6. The Commercial Claims Manager should use the cost forms to calculate the final employee costs as follows:
 - Form CF.24 should be used for calculations.
 - Form CF.1 should be referenced for Part A in CF.24.
 - Form CF.21 should be used for Part B in CF.24.
 - Form CF.1 should be referenced for Part C in CF.24.
 - Note: If there is stoppage of work, then Part D of CF.24 should be used.
 - Note: If there is suspension of another project because of the vendor error relating to this project, form CF.23 should also be used.
 7. Once the Commercial Claims Manager calculates the final HMD costs to repair the deviation the final cost shall be added to the Notice of Commercial Claim and sent to the vendor with a copy to the Nuclear or Code Operations Manager, Corporate Financial Manager, and Supply Chain Manager.
 8. The Supply Chain Manager in conjunction with the Commercial Claims Manager shall negotiate the final settlement with the vendor and submit to Corporate Financial Manager for approval
 9. Once a settlement with the vendor has been reached the Commercial Claims Manager and Supply Chain Manager shall notify the Holtec Accounts Payable Department and Purchasing Department of the settlement amount and release the vendor payment per the agreement

Completion of the Notice of Commercial Claim Form

Completion of the Notice of Commercial Claim Form requires insertion of information available to the PLM from the Purchase Order for the material in question. Any information not contained therein is easily obtained from document copies or computer records.

Please consult the Notice of Commercial Claim form below while reviewing the steps required in completing the form.

To prepare the NOCC, enter the following in the space provided.

- A. Vendor Number
- B. Vendor Name
- C. Holtec or HMD P.O. Number

- D. Holtec or HMD PR# (when applicable)
- E. Claim Number
- F. Date Issued
- G. Holtec or HMD P.O./PR Item #
- H. Amount of Claim
- I. Claim Category
- J. Holtec or HMD NCR#
- K. Summary of Claim
- L. Settlement Option
- M. Summary of Settlement
- N. Issued By
- O. E-Mail Address

Definitions

- Item D. Holtec or HMD PR# (when applicable)
Purchase Requisition Number from Purchase Requisition Form
- Item E. Claim Number
This is a combination of the Vendor Number and the NCR Number
- Item G. Holtec or HMD P.O./PR Item #
Number of item from P.O./Purchase Requisition Form used if more than one item is purchased from a particular vendor
- Item H. Amount of Claim
Total value of internal costs incurred as a result of the Vendor Non-Conformance. This amount can be waived if this is the first deficiency in a twelve month period and only if approved by all (Supply Chain Manager, Code or Nuclear Operations Manager and Corporate Financial Manager), as shown under SETTLEMENT OPTIONS Item A on the NOCC form.
- Item K. Summary of Claim
Brief explanation of the cause of the claim.
- Item L. Settlement Option
If the Notice of Commercial Claim is the first in a twelve (12) month Period, Settlement Option "A" may be entered only if approved by all (Supply Chain Manager, Code or Nuclear Operations Manager and Corporate Financial Manager). If so, Item "H" on the NOCC should remain blank.
- If the Notice of Commercial Claim is for a second or subsequent non-conformance or is not approved by all parties listed in Item L, enter Settlement Option "B". An amount should be entered in Item "H" on the NOCC for the internal costs incurred due to the non-conformance.
- Item M. Summary of Settlement

Brief description of the agreement between Holtec/HMD and the vendor regarding how the vendor will correct the present non-conformance. The Vendor should be made aware if this is the first NOCC during a twelve (12) month period and claim is subsequently approved to be waived, a subsequent occurrence will result in a claim amount being assessed for the amount of the internal costs of Holtec/HMD.

Log of Notices

A log of all NOCC's will be kept and updated as they are received. At this time, the HMD Commercial Claims Manager will be responsible updating the log and making same available to the HMD Weekly Report. A copy of the log form is attached below. The file will be saved and available for review in:

DRIVE: Q:\Generic\NOCCs and NOCSI\NCR Reports

8.0 GUIDELINES ON INTER-DIVISIONAL RELATIONSHIPS

8.1 Financial Accountability for Errors by Business Units

In the Company's cost accounting system, Holtec Manufacturing Division (HMD) must receive a credit for each Engineering Change Order (ECO) issued by the Nuclear Power Division (NPD) or PPCD *to correct a drawing error*; this credit must show up as an IPR to reflect the increase in the money paid to HMD for the affected component. All ECOs are *not* drawing errors; some are issued to help fabrication – no credit is given to any Division for ECOs issued to improve our operations. It is expected of NPD and PPCD to improve fabricability on an ongoing basis. In some cases, drawing errors can be corrected without requiring an ECO. In those cases also, IPRs must be revised to reflect increase in money paid to HMD for additional work created due to the drawing errors.

All HMD-caused NCRs are backcharged to HMD for each occurrence by deducting the money from HMD's receivable.

Note that this internal accounting helps the Company to quantify the loss of revenue due to errors by each division and thus help to identify financial rewards/penalties down to the individual level.

Finally, all vendor-caused NCRs will immediately trigger a Notice of Commercial Claims (NOCC) backcharge to the vendor; the amount shall be established by HMD, PPCD, or NPD management, as applicable, based on the number of manhours of production and QA resources lost due to the NCR. The revenue loss/gain to HMD will appear in the weekly report next to the NCR. Please refer to Chapter 7 for details on NOCC process.

The Cost Forms issued by the Corporate Accounting/Finance Department contain the financial charges applied for the *error* by a business unit.

8.2 Notice of Cost Impact and Schedule Impact to HMD

An HMD PLM is expected to issue the attached notice (Exhibit 8.A) to its client (NPD or PPCD) to inform them of the emerging risk to the manufacturing schedule (and hence, extra charges payable to HMD) because of the client's action or inaction.

If the client (NPD or PPCD) is unable to correct the cause of the schedule impact (and hence, avoid the extra charge), then HMD's Controller will reissue the same form at a later date with compiled charges.

NPD's PMs and APMs are expected to take the necessary steps so the ultimate client is informed of the cost and schedule impact. If an impact occurs, NPD will owe monies to HMD and NPD is expected to collect the funds (with NPD's markup) from the ultimate client, as applicable.

8.3 HMD Projects Corporate Allocations

For HMD-based (manufacturing) projects, the following functions will be performed by Holtec Corporate: Purchasing, QA, Accounting, and Marketing and Sales support. Project Management, Estimating, Corporate, QC, and Manufacturing will be performed by HMD. Project Management for HMD projects will be consistent with all Holtec Divisions.

HMD will issue IPRs to other Holtec Divisions for support such as design, engineering, component manufacturing, etc.

The Purchasing OH and Corporate G&A will be deducted by the accounting department from HMD's receivables. The Project will stay with HMD.

9.0 PROTOCOL FOR PROCESSING PROCUREMENTS AND PAYABLES

9.1 Guidelines

1. No one individual in the Company is authorized to autonomously commit the Company to an Agreement of any kind: This includes Teaming, Alliance, Non Disclosure-Non-Use, Employment, Offer Letters, Non-Compete, Confidentiality, Non-Circumvention, Purchase Orders and Representation Agreements. Any Agreement that binds the Company to any corporate obligation must be initialed by the Division head (Holtec Vice President) and formally signed by the Chief Financial Officer (CFO).
2. Every Agreement must have a sunset clause. For example, a Representation Agreement must have provision to expire automatically (as an example, if the “rep” has been inactive for, say, six months).
3. Placement of purchase orders must follow the process set down in this section. A Purchase Order (P.O.) placed in violation of the Company’s written process will be deemed invalid.
4. Issuing e-mails or other forms of written communication obliging the Company to a direct or implicit liability is forbidden and will be deemed invalid by the Company: This includes making a promise of future work to any vendor or a promise to a client for work scope outside of a contract.
5. A valid vendor invoice must be processed punctually. If the invoice is deficient, return it to the sender with Form F-02 (Notice of Invoice Deficiency) filled out.
6. The “Notice of Commercial Claim” (Form F-01) must be issued and tracked if a vendor costs the Company money because of his/her error: There are *NO exceptions*.
7. No work shall be ordered by any associate or contractor of Holtec without a purchase order authorized as stated in this section. Freelancing is not permitted.
8. Placement of Purchase Orders must follow the approval process in this section. A Purchase Order placed in violation of the Company’s written process will be deemed invalid and the invoice will be returned to the vendor.
9. No work shall be ordered without a Holtec Purchase Order or Express Purchase Order form. Issuing e-mails or other forms of written communication obliging the Company to a direct or implicit liability is forbidden: This includes making a promise of future work to any vendor.
10. For Purchase Orders or Express Purchase Orders under \$2,500, the Holtec division or purchasing group shall create and process a Purchase Order that is signed, dated, and approved by the respective Business Unit Manager or Supply Chain Director.
11. For all Orrvilon, Nanotec, and PPCD-Air-Cooled purchases, if the Purchase Order is \$2,500 or greater, the Purchase Order shall be signed (endorsed) and dated by the Business Unit Manager and sent to the Holtec Chief Financial Officer for approval.

12. For HMD manufacturing equipment purchases that are \$5,000 or greater, Purchase Orders shall be signed (endorsed) and dated by the Business Unit Manager and Corporate Sponsor and then sent to the Holtec Chief Financial Officer for approval.
13. For NPD, PPCD, HMD and HTS services and subcontracting procurement, if the Purchase Order is \$2,500 or greater, the Purchase Order shall be signed (endorsed) and dated by the Business Unit Manager and sent to the Holtec Supply Chain Director for approval. On Purchase Orders that are \$50,000 or greater, the Purchase Order shall also be approved (signed and dated) by the Holtec Chief Financial Officer.
14. For NPD, PPCD, HMD and HTS materials procurement, if the Purchase Order is \$2,500 or greater, the Purchase Order shall be signed (endorsed) and dated by the Business Unit Manager and sent to the Holtec Supply Chain Director for approval. On Purchase Orders that are \$250,000 or greater, the Purchase Order shall also be approved (signed and dated) by the Holtec Chief Financial Officer.
15. Each Purchase Order or Express Purchase Order must have the most recent version of the Holtec General Terms and Conditions attached to it.
16. All Purchase Orders must be acknowledged (signed) by the vendor or the unacknowledged Purchase Order will be deemed invalid and the invoice will be returned to the vendor.

9.2 Operational Guidelines to Purchasing Personnel

The following process must be followed in all procurements except for Express P.O.'s:

- At least three bids must be secured using a reviewed and approved purchasing specification.
- Accept a supplier-specific specification (Weldox, Hillman rollers, etc.) only if approved by the Director of Corporate Supply Chain.
- Attach the bidding data and your recommendation to the P.O. file for review by the PM and others. Include a comparison with past orders for identical items in the documentation.
- On every P.O., the signature blocks shall contain Preparer, Reviewer, PM, and (if necessary) QA signatures.
- One person shall not sign in a dual capacity (such as Reviewer and PM) in the signature blocks under any circumstances.
- Every signatory to the P.O. document(s) is individually accountable for its correctness.
- As specified in the Corporate Governance and Ethics Manual (CD-7), no Company employee or contractor shall socialize with or accept gratuities from vendors.

Purchasing is a serious activity that calls for attention to detail. Carelessness in procurement can lead to a severe loss to the Company.

9.3 Inter-Division Purchase Requisition (IPR)

Purpose

A database called the Inter-Division Purchase Requisition (IPR) shall be used for all commercial transactions amongst Holtec divisions/operations centers. The IPR is used by a Holtec operating division to contract/authorize work to another Holtec operating division.

IPR Database

The IPR database assigns the IPR number sequentially under the project number. It contains information on the type of requisition, name of Holtec Division issuing the IPR, name of Holtec Division to which IPR is being issued to, Description of Work, Total Value of the authorized Work, Value ascribed to R&D, and Type of Manufacturing Authorization, if applicable, etc.

The IPR utilizes Manufacturing Authorization (MA) form as an attachment. In the IPR database, when the Type of Requisition is selected by the user as “Manufacturing Authorization” and the user clicks on the Pushbutton Labeled “Create MA file” the database generates a blank MA file in MS Word using the information provided in the “Type of Manufacturing Authorization” field. The database creates a link to the word file, which one can double click to access the MA file.

Creating IPR

1. Go to the main Holtec Database Group Screen and click on the button labeled “IPR” located in the Purchasing/Manufacturing Group of databases.
2. The IPR form database will open. It has a pushbutton near the top of the screen labeled “Create IPR”. Click on it.
3. Enter the Project Number. The database will ask for your confirmation if you want to proceed. Click Yes.
4. Fill out all database fields except the field “Type of Manufacturing” as it is optional and applies only when you are issuing an IPR to authorize manufacturing. Also, you may leave the R&D Value field blank to be filled out later.
5. Click on the MA file link, if applicable and fill out the word MA file. Save it in word.
6. Perform an electronic sign-off by the Author, Reviewer and the PM.
7. Print both the IPR form and the Word MA file (if applicable) into pdf and save the compiled file in the N:\0-PO-IPR-MA\ directory.

Revising IPR

1. Go to the main Holtec Database Group Screen and click on the button labeled “IPR” located in the Purchasing/Manufacturing Group of databases.
2. The IPR form database will open. Click on the pushbutton labeled “View Existing IPR”. Enter the Project number and IPR Number to pull up the IPR you are revising.
3. Click on the pushbutton labeled “Revise IPR”. The database will clear out the electronic signatures and increase the revision number by 1.

4. Follow steps 4-7 described above.

9.4 Accounts Payable Process

1. The Accounting/Finance Department requires an original invoice from all vendors to make a payment.
2. The original invoice is received by the Accounting/Finance Department, Payables Group.
3. The invoice is stamped and dated by the Payables Group.
4. The invoice is copied and the copy is kept by the Payables Group.
5. The original invoice is given to the Purchasing Department.
6. Invoices shall be entered into Vantage as received by the Purchasing Department.
7. All vendor invoices shall be matched to an Acknowledged PO by the Purchasing Department.
8. Invoices will be reviewed for completeness and fulfillment of the Purchase Order requirements by the Purchasing Department personnel using the Notice of Invoice Deficiency (NOID) process described in Chapter 4.
9. If everything is in order then Invoice will be sent to Project Managers (PMs) for approval; otherwise an NOID will be issued providing reasons for rejection of the invoices.
10. Project Managers shall determine if invoice is correct and billable to a Holtec project.
11. After five (5) Business Days the invoice shall be approved or rejected by the PMs.
 - a. If the invoice is approved it shall be returned to the Supply Chain Director for final approval and then to the Payables Group for processing payment.
12. Purchasing and Accounting/Finance Departments shall sweep the vendor list on the Received but Not Invoiced report as part of the monthly accounting reconciliation process.

10.0 TRAVEL AND ENTERTAINMENT EXPENSE POLICY

10.1 Purpose

The Holtec International Travel and Entertainment Expense Policy establishes guidelines for associates incurring business travel and entertainment expenses on the Company's behalf. The policy applies to all associates of Holtec and all divisions and subsidiaries thereof.

The Travel Policy objectives are:

- To ensure that all associates have a clear and consistent understanding of policies for business travel and entertainment.
- To provide associates with a reasonable level of service and comfort at the lowest possible cost.
- To maximize Holtec's ability to negotiate discounted rates with preferred suppliers and reduce travel expenses.

10.2 Application

This Policy applies to all Holtec associates who travel, entertain, or incur expenses on behalf of Holtec in the conduct of approved Holtec business. Consultants, independent contractors, and other non-company associates are not allowed to use Holtec credit accounts or insurance policies and are not covered under this travel policy.

The specific policies and responsibilities set forth below shall apply to Holtec travel worldwide. Expatriates or Holtec associates temporarily or permanently residing in another country will be covered under other specific policies to their assignment. Associates should take advantage of conference calls and/or video conferencing facilities provided by the Holtec IT Department, and travel only when absolutely necessary.

This policy should be used in conjunction and conformance with the Holtec Governance Manual (CD-07) as well as any other applicable Holtec documents.

10.3 Responsibilities

The associate is responsible for complying with all travel guidelines and procedures. Holtec will reimburse associates for all reasonable and necessary expenses while traveling on authorized Company business. Holtec assumes no obligation to reimburse associates for expenses that are not in compliance with this Policy. Associates are responsible for canceling any reservations through the authorized Travel Counselor as early as possible when cancellation is necessary.

Holtec uses a Travel Counselor for the booking of travel for its associates. Holtec associates should utilize the Travel Counselor service for their airfare, rail, car rental and hotels. Sites such as orbitz.com, expedia.com or hotwire.com should be used to view the best fares as a comparison to the Travel Counselor rates. If the websites have lower rates, associates should first ask the Travel Counselor to match the pricing from any of these sites by providing the

information from the websites to the Travel Counselor. If the Travel Counselor is still not within a reasonable dollar amount of the websites' rates, then the websites may be used by the associate for business travel.

Management and Supervisors are also responsible for ensuring that associates who travel are aware of this Policy and comply with it; approving only necessary travel; managing travel and entertainment within a budget; and reviewing Expense Reimbursement Requests in detail for compliance.

The associate will be responsible for obtaining approval of a higher rate and providing an explanation of that rate on their Expense Reimbursement Request. When an associate does not book the lowest airfare, hotel, or car rental rate offered, the Travel Counselor will note the policy exception and it will be included in periodic exception reports provided to Holtec management. The Accounting Department may ask for further information from the associate after review of the Travel Counselor exception reports.

The Accounting Department is responsible for reviewing and processing Expense Reimbursement Requests and questioning and seeking justification for expenses, especially those that do not comply with this Policy, and for withholding reimbursement for expenses that do not comply with Company policies.

The Chief Financial Officer (CFO) has overall responsibility for the development and maintenance of this Policy. Policy questions may be directed to the CFO. Reimbursement practice questions should be directed to the Accounting Department.

10.4 General Travel Guidelines

1. Travel should be consistent with the needs of Holtec and should be used to accomplish business objectives in a cost efficient manner.
2. It is Holtec's policy to reimburse associates for all necessary and reasonable expenses incurred while traveling on authorized Company business.
3. All travel expenses must be properly documented, approved, and submitted on an Expense Reimbursement Request in a timely fashion.
4. Managers/Supervisors have the responsibility to use good business judgment in approving expenses.
5. Holtec realizes that from time to time exceptions to these policies will arise. Approval for exceptions will be handled on a case-by-case basis. Any situations or exceptions outside of those explained in this section must have pre-approval by the CFO.
6. Advances for business travel will be handled on a case-by-case basis. Travel advances will NOT be issued to:
 - a. Associates with outstanding Expense Reimbursement Requests over 30 days.
 - b. Associates who are delinquent on their bi-weekly reports or timesheets.
 - c. Associates who have a Company credit card (cash advances of up to \$500 may be made for foreign currency conversions).

- d. Associates who choose to use their personal credit card for business travel (airfare, rail fare and car rental) expenses in lieu of a Company card on file at the Travel Counselor.
7. In general, personal expenses are not reimbursable, and are assumed to include any expenses which are not a necessary consequence of travel on behalf of the business purpose. If the Travel and Entertainment Expense Policy is not adhered to, expenses will not be reimbursed.

10.5 Travel and Entertainment Guidelines

1. **Travel Authorization Form** – Associates are to receive written authorization from both a direct supervisor and the Corporate Accountant by turning in the Travel Authorization Form (Appendix 1) for signature prior to making reservations for any (a) air/rail travel, (b) ground travel over 200 miles or (c) hotel stays. The Travel Authorization Form should have the associate's proposed travel itinerary attached to it when it is routed to the direct supervisor and Corporate Accountant for signature. After approval, this form should be e-mailed or faxed to the Travel Counselor so that travel arrangements can be finalized.
2. **Reservation Procedures** – All associates' air/rail travel reservations, hotels, and car rentals including en route changes, must be booked through **the appropriate Travel Counselor**. Holtec has arranged for the Travel Counselor to provide travel services to Holtec's on regular work days. Reservations are not to be made directly through the airlines/rail providers or any other travel agencies. Lodging and car rentals should also be booked through the Travel Counselor.
3. **Advance Planning** – Significant cost savings can be realized by making reservations at least two (2) weeks in advance of travel departure. Associates are requested to take advantage of these discounts by planning travel and making reservations as early as possible.
4. **Group and Meeting Travel** – Holtec may occasionally sponsor group meetings or special events that entail special travel arrangements and expense guidelines. All Holtec-sponsored group meetings or special events require prior written approval by the CFO. When this occurs, an associate will be designated to coordinate and disseminate travel guidelines that are to be pre-approved by the CFO. Associates are to comply with the guidelines for these occasions.

Additionally, Holtec may have several staff members traveling to a common destination for a common purpose. Often a group qualifies for significant cost savings for a portion of the activity or meeting. When an associate recognizes this situation, he or she should notify the Corporate Accountant and Travel Counselor so that cost savings opportunities can be considered, implemented, and universally applied.

5. **Travel Profiles** – When a new associate is hired or prior to their first company-related travel, the associate should fill out a Travel Profile for the Accounting Group and Travel Counselor so that hotel, rental car, and airline preferences will be readily available for subsequent trip planning. Also, any associate who expects to travel at least once per year should submit a completed Travel Profile form to the Travel Counselor to ensure that pertinent details and preferences are adhered to in the

reservation process. This will include the associate's credit card number (if associate is requesting his or her credit card be used), office address, office phone number, home address, home phone number, medical restrictions, special meal requirements, seat preferences and passport information. The associate is responsible for informing the Travel Counselor of all personal travel information changes.

6. **Use of Video/Teleconferencing** – Associates should first consider if a telephone conference call or video conference can satisfy the objectives of an off-site meeting prior to making travel arrangements. If more information is needed regarding Holtec video/teleconference services, please contact the Holtec IT Department.
7. **Spouse/Companion** – Associates who plan on taking a spouse or other companion along on a business trip should get written approval from the direct manager prior to making reservations. Holtec will not reimburse any travel and entertainment expenses incurred by a spouse or other individuals accompanying an associate on business unless there is a legitimate business purpose that is approved in writing by the direct supervisor and the Corporate Accountant prior to the travel.

Holtec's Travel Counselor may be used for all reservations involving a travel companion. All spouse/companion airline tickets and hotel reservations should be charged on the associate's credit card. If any personal charges from the spouse/companion are accidentally invoiced directly to Holtec (such as airfare), the personal charges will be deducted from the associate's next payroll check or Expense Reimbursement Request. Any expenses submitted by the associate related to the spouse/companion or charges on the Company credit card related to the spouse/companion must be shown as a "personal expense" on the Expense Reimbursement Request by the associate. If the charges are in excess of the associate's payroll check, the associate is required to pay the balance upon his or her return trip.

10.6 Air Travel

Making Airline Reservations – All travel arrangements must be pre-approved by Holtec's Corporate Accountant prior to scheduling any bookings. The Travel Counselor will not authorize or confirm airline flights without a signed travel authorization form. Accounting has been instructed to return all Expense Reimbursement Requests if a proper Travel Authorization form and travel itinerary are not approved and attached to any associate's submitted Expense Reimbursement Request.

Associate should always book airfare as early as possible (minimum of two (2) weeks in advance) to obtain the best rate. The associate is asked to provide reason of travel on the Travel Authorization form as well as an explanation on why the travel is not booked two (2) weeks in advance. In the event that the associate has been made aware of necessary travel well in advance (in excess of two (2) weeks) and does not book the flight in excess of the seven (7) day window, the associate will be liable for the differential in price.

Holtec associates should utilize the Travel Counselor service for their airfare. Sites such as orbitz.com, expedia.com or hotwire.com should be used to view the best fares as a comparison to the Travel Counselor rates. If the websites have lower rates, associates should first ask the Travel

Counselor to match the pricing from any of these sites by providing the information from the websites to the Travel Counselor. If the Travel Counselor is still not within a reasonable dollar amount of the websites' rates, then the websites may be used by the associate for business travel.

1. Airline Class of Service

- a. All Domestic air travel must be in Coach Class. Associates are expected to use the lowest practical airfare available.
- b. The standard class for International travel is Coach. Associates are expected to use the lowest practical airfare available. In exceptional situations, Holtec Executive Committee members may request Business Class travel in writing for legitimate business purposes (i.e., exceptionally tight business schedules with little or no time for rest; requirement to travel with executives from other companies; etc.). In these cases, the written request must be approved in writing by the CFO and attached to the Travel Authorization Form and later the Expense Reimbursement Request when submitted to Accounting.
- c. If special circumstances necessitate that a higher class of travel be taken (i.e., associates with special disabilities; or when Coach is completely sold out and no alternate flights are available to meet the business purpose), associates must seek business unit VP and CFO approval in writing prior to make final reservations.

2. Upgrades for Airline Class of Service – Air travel class upgrades at the expense of Holtec are NOT permitted. Upgrades are allowed at the associate's personal expense, including use of personal frequent flyer benefits. Upgrades may not be charged on the Holtec credit card. Higher classes of Coach airline seats that are chosen by associates for the benefit of upgrades are not permitted per sections 1a and 1b listed above.

3. Lowest Airfare Definition – Holtec appreciates the value of convenience for its associates who travel. However, significant savings opportunities can sometimes be realized by taking advantage of alternative flights. Associates are expected to use the lowest practical airfare determined by the Travel Counselor based on the following parameters:

- a. Routing results in a savings of \$100 or more.
- b. Routing requires no more than one additional interim stop each way.
- c. Routing does NOT increase the one-way total elapsed trip time by 1.5 hours.
- d. Arrival time will ensure accomplishment of specific business trip objectives.

Often, fares involving a Saturday-night stay can result in significant savings, even with the added cost of lodging and meals. Although associates are not required to take advantage of these types of low fares, they are encouraged to book these flights when an overall decrease in travel expenses will be realized and easily shown in backup documentation submitted for reimbursement.

4. Airline Frequent Flyer Programs – Traveling associates may retain frequent flyer program benefits as long as the associate pays for the cost of any program fees. However, participation in these programs must not influence flight selection that would result in incremental cost to Holtec beyond the lowest available airfare, as defined in this Policy.

5. **Associates Flying Together** – The number of Company personnel traveling together on the same flight must not exceed ten (10). The following combination of officers, board of directors, and/or senior management, must not fly in the same aircraft:
 - a. The Chairman, the Chief Executive Officer (CEO) and any Vice Chairman; or
 - b. More than two (2) Executive Committee Members (Corporate Officers) and/or members of the Board of Directors; or
 - c. More than four (4) Vice Presidents and/or Managers.
6. **Use of Private or Charter Aircraft:** Associates may travel on private commercially operated aircraft licensed for the transportation of passengers, provided that the airline is CB certified or the equivalent in the country of origin. Planes are not to be flown by Company associates.
7. **Ticket Changes/Cancellations** – If an associate needs to change or cancel a ticket prior to or during a trip, the change should be made with Travel Counselor during normal business hours. When a trip is canceled after the ticket has been issued, the ticket can be reused for future travel less a penalty as long as the flight was canceled prior to departure. The new trip must be completed within one (1) year of the original date of issue.

In many cases, a change in the ticket will result in the loss of a discount fare; especially when the change is routing, travel date, carrier, or advance purchase. It is therefore the policy that any associate changing his or her flight to suit their own personal convenience, or who elects to change plans for any reasons other than business purpose or those beyond their control, will be expected to personally pay for any additional fares or service charges incurred during the trip.

8. **Unused/Voided/Lost or Stolen Tickets** – Although rare, because most tickets are electronic, unused airline tickets or flight coupons must never be discarded or destroyed, as these documents have cash value. To expedite refunds, unused or partially used airline tickets must be returned immediately to the Travel Counselor. Unused tickets must NOT be sent to the airlines and must NOT be attached to Expense Reimbursement Requests. Under no circumstances is an associate permitted to utilize an airline ticket issued in another associate's name unless it is approved prior to issue by the Corporate Accountant.

Immediately upon discovery of a loss or stolen ticket, the associate must report the loss to the Travel Counselor who will file the lost ticket application. The associate is responsible for the value of lost tickets.

9. **Air Travel Payment Policies** – Associate air travel costs booked through the authorized Travel Counselor will be charged to Holtec's Company card. Air travel bills will be sent directly to Holtec for payment. Associates are still required to attach every flight itinerary to the Expense Reimbursement Request form after business travel. Consultants or Contractors MAY NOT charge to Holtec's Company card.

10. **Airport Parking** – The maximum rates to be reimbursed by Holtec for airport parking are below:

24 hours	\$18.00
Over 24 hours	\$11.00 per day

10.7 International Air Travel

Most guidelines for International travel are consistent with other sections of this Policy. However, the following extra guidelines are provided for associates who travel internationally. For purposes of this policy, international travel covers all destinations outside the United States.

1. **Advance Planning for International Travel** – As referenced above, advance planning and reservations can result in significant cost savings. Associates anticipating travel to international destinations must notify the Travel Counselor at least two (2) weeks prior to departure date or at the earliest possible time thereafter.
2. **Passports, Visas and Foreign Currency Exchange** – For assistance or advice in obtaining visas or passports, associates should contact the Travel Counselor or Holtec Administration. Holtec will reimburse associates for reasonable expenses associated with the issuing of passports and short-term business visas. Reasonable expenses for foreign currency exchange fees are reimbursable. Please note the website used (such as x-rates.com) for foreign currency exchange on any Expense Reimbursement Request submission.
3. **International Travel Advisories** – The U.S. State Department may issue travel advisories naming countries that may not be safe for travel. The Travel Counselor will be aware of these situations. Holtec may restrict travel to certain countries if this occurs.

10.8 Lodging

1. **Hotel Reservations** – Lodging should also be booked through the Travel Counselor. Sites such as orbitz.com, expedia.com or hotwire.com should be used to view the best fares as a comparison to the Travel Counselor rates. If the websites have lower rates, associates should first ask the Travel Counselor to match the pricing from any of these sites by providing the information from the websites to the Travel Counselor. If the Travel Counselor is still not within a reasonable dollar amount of the websites rates, then the websites may be used by the associate for business travel.
2. **Hotel Selection Guidelines** – It is Holtec's policy to provide reasonable, comfortable, and safe lodging for associates while seeking to take advantage of opportunities for cost savings. Associates are entitled to stay in a single room with a private bath. The following guidelines have been established:
 - a. Associates must stay in moderate cost lodging that includes free breakfast, but are specifically not allowed to use properties in the luxury category.
 - b. Holtec reserves the right to guide associates to utilize properties where Holtec has special negotiated rates in properties near any Holtec Division.
 - c. If a Company-negotiated or special hotel rate is not available, associates must use hotels in a similar cost and class category.
 - d. Holtec recognizes that there may be exceptions for both internal and external conferences, meetings, trade shows, seminars, etc., where it may be appropriate to stay at a higher cost hotel. The Corporate Accountant must approve these exceptions in writing.

- e. Prior to the travel, inquire of the Holtec client or business partner being visited about reduced rates available through their corporate agreements.

Associates will be reimbursed for actual and reasonable hotel room costs consistent with the room rate quoted at the time reservations were made. Associates will be responsible for expenses in excess of this rate unless there are circumstances beyond the control of the associate. These circumstances must be provided in writing when submitting the Expense Reimbursement Request; otherwise, excessive rates will not be reimbursed.

1. **Hotel Upgrades** – Associates may accept room upgrades if the upgrade is at no additional cost to Holtec.
2. **Hotel Cancellation Policies** – Associates are responsible for canceling hotel rooms within the cancellation rules and by the time indicated on the associate's itinerary sheet in the time zone of where the hotel is located. The associate must always get a "cancellation number" and the name of the person processing the cancellation. This is important proof of the cancellation at a later time. If the associate neglects to cancel the reservations, he or she will be billed a "no show" charge. Holtec will NOT reimburse this charge if the associate has neglected to cancel a reservation.
3. **Hotel Payment Policy** – All business hotel reservations (holding the rooms for late arrival) should be made using the Holtec credit card on file at Travel Counselor. Actual hotel expenses per visit are placed on the associate's personal credit card, unless there is a special exception. If the associate uses his or her own personal credit card, the charge should then be placed on an Expense Reimbursement Request. All associates must report *their own* hotel costs. Under no circumstances is one associate to pay for another associate's hotel costs and report it on their Expense Reimbursement Request. *Holtec requires original itemized hotel receipts.* All itemized hotel receipts must be turned in with the associate's Expense Reimbursement Request regardless of which credit card (Company or personal) was used. Only actual hotel expenses for business purposes will be reimbursed.
4. **Hotel Itemized Costs** – The following will not be reimbursed by Holtec:
 - a. In-Room Movies
 - b. Telephone Calls: All associates have access to cell phones, pre-paid calling cards, Skype, etc. These should be used at all times. Only under extreme circumstances that are documented by the associate should the hotel telephone be used
 - c. Mini-Bar
 - d. Dry Cleaning Services. This service should be used only under extreme circumstances.
5. **Hotel Frequent Guest Programs** – Many hotels have frequent guest programs that reward associates with free accommodations in exchange for a given number of paid room nights at the hotel. Awards from such programs may be retained by associates for personal use. However, participation in these programs must not influence hotel selection, which would result in incremental cost beyond Holtec's specifically

negotiated rate or preferred rate. Any membership fees associated with these programs are not reimbursable.

6. **Gifts in Lieu of Lodging** – On occasion, an associate may wish to stay at the home of friends or relatives while on a business trip. This is acceptable and if a gift is given, the reasonable costs of the gift may be included in the Expense Reimbursement Request under “Other Expenses” with the notation “Gift in Lieu of Lodging”. In all cases, the gift is not to exceed the cost of a local hotel room or \$100.00, whichever is less. Receipts are required.

10.9 Rental Car

1. **Rental Car Guidelines** – Associates should drive a rented car to their destination when (a) driving is more cost effective and timely than airline or rail travel, or (b) when transporting large or bulky material that is not conducive to air or rail travel.

Associates may rent a car at their destination when (a) it is less expensive than other modes of travel such as a taxi or airport shuttle or (b) entertaining customers.

2. **Making Rental Car Reservations** – Associate rental car reservations should be made through the Travel Counselor with Holtec’s preferred rental car partner (Budget) in which Holtec receives a corporate discount and direct billing. Sites such as orbitz.com, expedia.com or hotwire.com should be used to view the best fares as a comparison to the Travel Counselor rates. If the websites have lower rates, associates should first ask the Travel Counselor to match the pricing from any of these sites by providing the information from the websites to the Travel Counselor. If the Travel Counselor is still not within a reasonable dollar amount of the websites’ rates, then the websites may be used by the associate for business travel. Unless there is a moderate difference in fee, or Budget is not available, Budget should be used exclusively.
3. **Rental Car Categories** – Associates should rent a compact/economy car whenever possible. An intermediate/standard car is acceptable if there are several passengers. Associates may book a class of service one level higher when cars in an authorized category are not available, when the customer can be upgraded at no extra costs, when transporting excess baggage such as booth displays, or for pre-approved medical reasons. Associates are also allowed to choose higher levels of car rental service within reason if traveling through adverse weather conditions. It is recommended that no associate drive in adverse weather conditions.
4. **Rental Car Insurance** – Holtec carries rental car insurance through a special corporate policy that covers U.S. Associates for collision, fire, theft, vandalism and liability for automobiles rented and driven in the U.S. (Proof of insurance certificates are available from the accounting department.) Holtec associates should **NOT** purchase insurance (CDW, PAI, PEI, etc.) from rental car agencies in the U.S.; associates will NOT be reimbursed if insurance is purchased. Holtec associates using rental cars outside of the U.S. should purchase insurance from the rental car agency. Holtec will reimburse associates for rental car insurance outside of the U.S. Non-Holtec associates, consultants, and contractors are NOT covered under Holtec insurance policies and should use their own insurance to cover car rentals when traveling. Non-Holtec associates, consultants and contractors will not be reimbursed

for insurance purchased from the rental car agency when traveling in the U.S. or outside the U.S.

5. **Rental Car Cancellation Policies** – Associates are responsible for canceling car reservations. If a cancellation is made directly through the rental agency, the associate should request and record the cancellation number in case of billing disputes.
6. **Returning Rental Cars** – All associates should return (a) to the original rental city unless approved for a one-way rental, and every reasonable effort should be made to return the rental (b) intact (no bumps, scratches or mechanical failures, and (c) on time, to avoid additional hourly charges. *Do not purchase the fuel option with the agency.* The rental car should be returned with a full tank of gas (rental re-fueling from a gas station is reimbursable) to avoid excessive fuel charges from the rental agency.
7. **Rental Car Payment Policies** – When using Budget Rent-A-Car Holtec will be billed directly by Budget if the associate has a Budget card set up with direct billing. Associates should request a Budget car from the Accounting Department if they travel frequently. If the associate does not use Budget, the rental charges should be placed on their personal credit card and placed on an Expense Reimbursement Request. All original receipts must be turned in with the associate's Expense Reimbursement Request for the associate's business car rental expense regardless of method of payment.
8. **Rental Car Accidents/Traffic Violations** – Should a rental car accident occur, associates should immediately contact the rental car company and local authorities, as required. If the police take a report, the associate should obtain a copy. As soon as practical, the Holtec HR Department should also be informed so as to follow-up on insurance issues. Fines for parking or any traffic violations are not reimbursable.

10.10 Other Transportation

1. **Personal Car Usage Guidelines** – Associates may use their personal car for business purposes (a) if it is less expensive than renting a car, taking a taxi, or alternative transportation, (b) if it is timelier than taking public transportation, (c) when transporting Company goods for delivery or (d) when entertaining on official business. It is the personal responsibility of the associate to carry adequate insurance coverage for their protection and for the protection of any passengers.
2. **Reimbursement for Personal Car Usage** – Associates will be reimbursed for business use of personal cars at the current rate per mile as disseminated by the Accounting Department. Associates will NOT be reimbursed for any repairs to their personal car, even if these costs result from business travel. Associates will not be reimbursed for travel to and from their respective office location.
3. **Company Vehicles** – The usage of Company cars must be pre-approved in writing by the CEO or CFO. Maintenance and repairs must be pre-approved in writing by the CEO or CFO. No other expenses related to the Company car such as fuel or cleaning will be reimbursable without the written pre-authorization by the CEO or CFO.
4. **Ground Transportation To and From Airport Terminals** – Associates traveling to the same location should share ground transportation to and from the airport

whenever possible. The most economical mode of transportation should be used to and from airports (i.e., bus and rail terminals). Associates should consider public transportation, hotel and airport shuttle services and personal car.

5. **Rail Travel** - Rail travel should be used when it is less expensive than air travel and when it is timelier than driving. Domestic and International rail travel will be in Coach Class. Rail reservations should be made through the Travel Counselor. Sites such as the specific rail service site, orbitz.com, expedia.com or hotwire.com should be used to view the best fares as a comparison to the Travel Counselor rates. If the websites have lower rates, associates should first ask the Travel Counselor to match the pricing from any of these sites by providing the information from the websites to the Travel Counselor. If the Travel Counselor is still not within a reasonable dollar amount of the websites' rates, then the websites may be used by the associate for business travel.

10.11 Personal/Vacation Travel

Personal/vacation travel may be combined with business travel provided there is no additional cost to Holtec and does not interfere with business objectives. In this situation, associates should get written approval from their manager prior to making reservations. Please see section 10.5.7 for spouse/companion procedures. No personal costs should be charged directly to Holtec.

10.12 Telephone Usage

All associates are to use the cellular phones provided them during business trips for all business related calls. No business calls are to be charged to a hotel phone unless extensive circumstances prevail. If you do not have a Holtec cellular phone, one should be signed out from the Accounting/IT Department for the trip. Holtec will reimburse reasonable and necessary business telephones. As noted in the following guidelines, high cost calls should be avoided. When submitting an Expense Reimbursement Request, associates must provide an explanation and a copy of the bill must be attached.

1. **Business Phone Calls** – Associates with cellular phones should use that phone, pre-paid calling cards, or Skype when out of the office for all business related telephone calls. If an associate does not have a cellular phone and must make a business related call after hours, they will be reimbursed by Holtec for calls made on their personal/home phones. Calls should be as brief as possible, direct dialed when practical, and made during the most economical calling times as possible. Callers should utilize toll-free 800 numbers whenever possible. If there is no other way to call the Holtec Marlton office other than from a hotel land line, the associate should use the Holtec toll-free 800 number when traveling.
2. **Company Cellular Phones** – All associates who travel extensively are eligible for a Holtec cellular phone. These charges are billed directly to Holtec and are closely reviewed. These phones should be used modestly. Each account has been designed to accommodate the associate's business schedule and usage. If the associate exceeds the minutes/monthly allowance the associate will be charged directly for the excess usage unless the associate can show the charges are directly related to a project and/or business related travel. Associates are asked to utilize pre-paid calling cards, penny

talk, other lower cost local cell phones, or Skype rather than use International minutes and roaming on Company cellular phones. When traveling, the associate should contact the IT Department for a review of all options.

3. **Personal Phone Calls While Traveling** – A “safe arrival” call is allowed when an associate is traveling. For extended travel, occasional calls to home are reimbursable, provided they are not excessive. (Associates will not be reimbursed for personal calls made from air phones or rail phones.) Personal calls, other than safe arrival, should be identified as such on hotel bills (if the hotel phone is the only accessible means) and deducted on Expense Reimbursement Requests as a personal expense.

10.13 Travel Insurance

1. **Travel Insurance Coverage** – Regular, full-time associates traveling on Company business are covered by regular Holtec group insurance benefits, such as life insurance, business travel insurance, and worker’s compensation.
2. **Additional Travel Insurance Purchased by Associates** – Holtec will NOT reimburse expenses for additional travel or specific trip insurance.
3. **Rental Car Insurance** – (Refer to Section H.4.)

10.14 Meals and Entertainment

1. **Personal Meal Expenses** – Personal meals are defined as meal expenses incurred by the associate when dining alone or with Holtec colleagues *on an out-of-town business trip*. Associates will be reimbursed for personal meal expenses within the guidance of up to \$45/day total (\$10/breakfast, \$15/lunch and \$20/dinner) or less for meals while traveling. Expenses in excess of the guidance must be justified in writing on the Expense Reimbursement Request and approved by a direct supervisor and CFO for reimbursement. Fiscal prudence and common sense should be used. Expenses determined to be “lavish” will not be reimbursed.
2. **Business Meal Expenses** – Business meals are taken with clients, sales prospects, or other business associates during which a specific business discussion takes place. Note that Holtec contractors have separate agreements that specify meal expenses/reimbursements and are not eligible for Business Meal Expenses paid for by Holtec associates. Holtec associates will not be reimbursed for Business Meal Expenses for contractors.

Associates will be reimbursed for business meal expenses with clients, sales prospects or other business associates according to actual and reasonable costs. Associates should use the guidance of \$30 per person when business meals take place with clients, sales prospects, or other business associates. Written justification should be provided for any business meal expenses greater than \$30 per person. Business purpose of the charges (related project information), names of all attendees, and name and location of the establishment is required on the Expense Reimbursement Request.

In some cases, group meals and/or entertainment events are reimbursable by the client, possibly via project milestones. Any group meals and/or entertainment events require pre-approval of the specific divisional Senior Vice President. If the associate

is not aware of these events or possible project milestones, he or she should notify the project manager familiar with the client contract and/or direct supervisor after the group meal/event has taken place. The project manager should have a not-to-exceed budget to compare milestone billings to actual business meal and entertainment expenses with clients. The Accounting Department should be immediately notified by the project manager of any charges that are reimbursable by the client.

3. **Business Meals Taken With Other Associates** – Associates will be reimbursed for *business related meals* taken with other associates only in the following circumstances:

- a. When a client is present.
- b. When for testimonial, reward, recognition or other appropriate business purpose, with the approval of a direct supervisor and Corporate Accountant.

Business purpose of the charges (related project information), names of all attendees, and name and location of the establishment is required on the Expense Reimbursement Request.

4. **Entertainment Expenses** – These expenses are reimbursable only to the extent they are considered ordinary and necessary to the operation of the business. There must be the expectation that the costs will benefit the business. Associates must receive written approval from their direct supervisor and Corporate Accountant in advance regarding planned expenses to determine what is “ordinary” and “necessary”.

A documented explanation of all entertainment expenses charged to Holtec and the business purpose of the charges (related project information), names of all attendees, and name and location of the establishment is required on the Expense Reimbursement Request. All original receipts for expenditures must also be attached.

5. **Tips** – Tips or gratuities for services rendered will be reimbursed as long as they are kept to a reasonable amount. The maximum meal tip is 15%.
6. **Reimbursement for Meals and Entertainment** – These charges should be recorded on an Expense Reimbursement Request. Both a detailed receipt and the final receipt showing tip amount should be included when the Expense Reimbursement Request is submitted by the associate. These charges are reimbursed in a timely manner provided the report/information is complete and contains all necessary receipts.

Written justification should be provided for any expenses greater than \$20 per person. Business purpose of the charges (related project information), names of all attendees, and name and location of the establishment is required on the Expense Reimbursement Request.

10.15 Expense Reporting

1. **Expense Reimbursement Request Completion and Submission** – All business travel and entertainment expenses must be itemized on an Expense Reimbursement Request and forwarded to Accounting with the necessary original receipts (detailed receipts and final receipts with tip amount), explanations, approvals, Travel Authorization form, and itinerary. Detailed instructions for the completion of this form can be obtained from Accounting.

Original itemized receipts (hotels, car rentals, meals, other) are required for any expense of \$20 or greater for associates.

ASSOCIATES SHOULD COMPLETE AN EXPENSE REIMBURSEMENT REQUEST WITHIN 10 DAYS. ASSOCIATES WILL NOT BE REIMBURSED IF EXPENSE REIMBURSEMENT REQUESTS ARE SUBMITTED AFTER 30 DAYS OF COMPLETION OF TRAVEL.

2. **Expense Reimbursement Request Approval/Authorization Process** – Expense Reimbursement Requests should be filled out and signed by the associate, approved by the associate’s supervisor, and submitted to Accounting for approval/processing. After initial approval by the associate’s supervisor, Accounting approval/processing should take approximately 10 days from submittal and checks will be printed twice a month on the 15th and the 30th. Associates are reminded that meal and entertainment expenses require detailed information as allowed for on the form along with original receipts to satisfy IRS/Holtec Policy requirements. Furthermore, expenses in excess of the guidelines provided in this Policy must be justified in writing and reviewed/approved by a direct supervisor and CFO. Accounting has the authority to withhold reimbursement and return Expense Reimbursement Requests for expenses that are not within guidelines and/or do not have proper justification and approval.

It is not intended that an associate incur any financial loss while on Company business for reasonable and necessary expenses. Nor is it intended for the associate to realize a financial gain. If an associate incurs expenses that do not appear to be covered under this Policy, but which are believed to be valid charges to Holtec, the associate should submit these charges on an Expense Reimbursement Request with a full explanation and supporting original receipts.

10.16 Non-Reimbursable Expenses

The associate is responsible for complying with the Travel Policy. Associates will not be reimbursed for expenditures of a personal nature incurred on a business trip. The following list is not meant to be all-inclusive; rather, it represents commonly disallowed expenses. Holtec will reimburse associates for all reasonable and necessary expenses while traveling on authorized Company business. Questions regarding reimbursement should be resolved with the direct supervisor, Accounting Department, before the expense is incurred. Exceptions require written CFO approval. Holtec assumes no obligation to reimburse associates for expenses that are not in compliance with this policy.

- a. First Class or Business Class Airline Travel
- b. Rental Car categories higher than Policy guidelines
- c. Limousine travel
- d. Luxury class lodging
- e. Personal auto repairs due to accidents or routine maintenance and tune-ups
- f. Motor vehicle citations received while on Company business (parking or traffic)
- g. “No Show” charges for hotel or car rentals
- h. Travel, lodging, food and beverage expenses incurred outside of Policy guidelines

- i. Purchases of theater or sporting event tickets and other items or entertainment of a personal nature not necessary to the requirements of the business trip, except as allowed in Section M
- j. Health club facilities, saunas, massages and spas
- k. Golf fees (when not part of customer entertainment)
- l. Mini-bar refreshments (in excess of daily meal allowance when integrated with other meals)
- m. Movies (including in-flight and hotel in-house movies)
- n. Newspapers, books and magazines
- o. Haircuts, shoe shines, manicures
- p. Clothing (i.e. socks, shoes, pants)
- q. Car washes
- r. Gum, candy, cigarettes and cigars
- s. Toiletries such as soap, shaving cream
- t. Theft, loss or damage to personal funds or items
- u. Loss or damage to Company items such as cell phones, computers or other Company equipment
- v. Theft or loss of advances, unused airline tickets or Company credit cards
- w. Medical expenses (refer to Holtec group insurance policy for coverage)
- x. Luggage, briefcases, etc.
- y. Personal property, travel or accident insurance
- z. Household expenses while away from home
- aa. Gifts, except to hosts in lieu of lodging as defined in Section G
- ab. Childcare expenses, baby-sitting
- ac. Kennel fees
- ad. Excessive baggage charges
- ae. Excessive personal, local/or long distance telephone charges
- af. Excessive tips
- ag. In-flight telephone charges
- ah. Laundry (except reasonable expenses for business travel over 5 days)
- ai. Valet Service
- aj. Home entertainment is not reimbursable
- ak. Credit card fees, interest charges levied on overdue invoices or ATM fees
- al. Airline, Credit Card and/or other travel/miles club membership fees
- am. Expenses related to vacation or personal days while on business trip

- an. Helicopter services for airport transfers
- ao. Transportation to and from office

11.0 VACATIONS AND HOLIDAYS

- The Holtec International Vacation Policy is located within the Holtec Employee Manual (CD-01)
- The Holtec International Vacation Policy shall be read and understood by each full-time or part-time employee that is eligible for vacation
- Each eligible employee shall use the Vacation Sick Day Request Form (HR-07), which must be signed by the employee's supervisor and submitted to the Corporate Accounting/Finance Department prior to any Vacation
- Each eligible employee has a Vacation Reconciliation spreadsheet that is kept in the Accounting/Finance Department in Marlton HQ
- The Holtec Company Holidays for the 2011 calendar year are as follows:

December 31, 2010 (Friday)	New Year's Day
May 30 (Monday)	Memorial Day
July 4 (Monday)	Independence Day
September 5 (Monday)	Labor Day
November 24 (Thursday)	Thanksgiving Day
November 25 (Friday)	Day after Thanksgiving Day
December 26 (Monday)	Christmas Day

- Each eligible employee accrues his/her Vacation Days and a maximum of 2 Personal Holidays throughout the calendar year per the Vacation Policy within the Holtec International Employee Manual (CD-01)

12.0 DUTIES AND RESPONSIBILITIES OF HOLTEC MANAGERS

12.1 Nuclear Power Division (NPD)

12.1.1 Duties and Responsibilities of NPD's Program Manager

NPD's Program Manager's specific duties include:

- a. Responsible for all project deliverables from NPD, which does not include licensing or Holtec Technical Services (HTS) deliverables.
- b. Train PMs and APMs in the processes set down in the Company documents, including management of databases, good PM practices, etc. Ensure that all comply with the processes.
- c. Attend client meetings and provide management overview of the PMs in the contract management of their projects.
- d. Continue improvements in the information management infrastructure to eliminate human error and to improve communication.

12.1.2 Duties and Responsibilities of Adjunct Program Manager

- a. Plan the site services/construction components of all NPD projects to ensure that they are implemented seamlessly. Planning means ensuring all required procedures are prepared, establish staffing needs, coordinating the activities with other Holtec organizations such as Holtec Manufacturing Division (HMD), and interfacing with the client's representatives. The planning shall be carried out with expertise and adroitness.
- b. Serve as the stand-in for the Program Manager, as needed.
- c. Participate in evaluating bids for site services along with the Program Manager and Project Manager.
- d. Lead NPD's efforts to expand the cadre of site engineers so that the Adjunct Program Manager does not become consumed in any one project.
- e. Initiate a plan to reduce reliance on contractors.
- f. Lead the Company's drive to expand field services in areas, such as MPC lid welding, with participation from HMD.
- g. Establish a world-class site services package including Site Safety plan and Rigging manual.
- h. Coordinate the site services effort for all projects with the Field Service Manager.
- i. Lead the Company's emergency response team in the event of a setback at a site.

- j. Work with the CFO and CNO to establish a sound structure to minimize overhead costs.
- k. Provide support to the sales department in its efforts to sell turnkey projects.

The Adjunct Program Manager is solely responsible for proper planning and execution of all site services work in all NPD projects, for reducing our reliance on subcontractors, and for preparing NPD for a rapid growth inside services work.

12.1.3 Duties and Responsibilities of the Technical Sponsor

The *Technical Sponsor* has the *sole* responsibility to guide the Designer through the design development process. Specifically, the Technical Sponsor (TS) is responsible to ensure that:

1. A complete Purchasing Specification for the SSC has been prepared and adopted.
2. The Designer is fully conversant with the technical nuances of the SSC, including all *critical dimensions*.
3. The materials of construction have been carefully selected and welding requirements are appropriate.
4. The SSC is in full compliance with the applicable Codes and Standards and that the design is not wasteful of material or manufacturing labor.
5. The information is provided to the assigned Designers to prevent wastage of drafting resources.
6. The HMD/Orrvilon personnel, as applicable, are brought into the design review process at the earliest possible date.
7. All requirements of HSP-191 (Product Development Design Control Process) are implemented.
8. All required input data has been gathered in advance of the start of work.

The Technical Sponsor for a design task is named by the Corporate Design Manager.

12.1.4 Duties and Responsibilities of the Design Planning Manager

The Design Planning Manager reports to the NPD Program Manager and is matrixed to the Design Manager.

1. Schedule and control the work load of designers. Assign target man-hours and completion date.
2. Maintain a performance metric for all Designers.
3. Ensure that the Technical Sponsor is fulfilling his (her) responsibilities in full measure.
4. Ensure that the Design/Checker are utilizing the relevant checklists to check for completeness and accuracy.

5. Ensure that the work being assigned is within the *authorized project scope under the terms of the Contract*.

12.2 Holtec Manufacturing Division (HMD) Managers

12.2.1 General Manager –

The HMD General Manager (GM) is responsible to ensure that all structures, systems, and components (SSCs) contracted by HMD for nuclear plants (from NPD as well as external clients) and fossil-fuel plants (from PPCD as well as external clients) are delivered with high quality, on schedule, and at the lowest reasonable costs.

The GM's duties and responsibilities are summarized below.

- a. Supervise the HMD PMs directly, train them, and improve their effectiveness and productivity.
- b. Direct the scheduling of manufacturing of nuclear SSCs at HMD using the NPD-controlled PHD database as the guide.
- c. Implement the manufacturing on the shop floor and ensure that HMD's interface with the Purchasing Department is robust, so the required material is available to support manufacturing at all times.
- d. Ensure that HMD continues to improve its fabrication processes and has minimal interruptions in manufacturing.
- e. Ensure that shop deviations will be handled at HMD: only those that require a detailed analysis or a \$72.48 will be sent to NPD.
- f. Ensure that the Vantage system is effectively deployed and operational at HMD.
- f. Procuring all materials and services for HMD. All purchasing personnel in Pittsburgh and Marlton report to the Corporate Supply Chain Manager.
- g. Inventory Control and Optimized Utilization of Materials.
- h. Manufacturing of all standard nuclear components (NPD orders).
- i. Human resources (recruitment of new personnel and right sizing of organization).
- j. Maintenance of all equipment and machinery in the Nuclear and Code Business Unit areas.
- k. Ensure that the welding program is well run (use of most appropriate weld procedures, welder training, and welding techniques).
- l. Provide oversight for the Safety Program.

- m. Management of Material Processing Center.
- n. Manage HMD's transport (shipment) activities.

In summary, HMD will serve as a full-service manufacturer to NPD and PPCD, needing NPD's or PPCD's help only to amend the SAR or disposition a deviation that requires analysis.

12.2.2 Operations Manager – Nuclear Business Unit

The Nuclear Business Unit General Manager (GM) is responsible to ensure that all structures, systems, and components (SSCs) contracted by HMD for nuclear plants (from NPD as well as external clients) are delivered with high quality, on schedule, and at the lowest reasonable costs.

The Operations Manager's duties and responsibilities are summarized below.

- a. Direct the scheduling of manufacturing of nuclear SSCs at HMD using the NPD-controlled PHD database as the guide.
- b. Implement the manufacturing on the shop floor and ensure that HMD's interface with the Purchasing Department is robust, so the required material is available to support manufacturing at all times.
- c. Ensure that HMD continues to improve its fabrication processes and has minimal interruptions in manufacturing.
- d. Ensure that shop deviations will be handled at HMD: only those that require a detailed analysis or a \$72.48 will be sent to NPD.
- e. Inventory Control and Optimized Utilization of Materials.
- f. Manufacturing of all standard nuclear components (NPD orders).
- g. Maintenance of all equipment and machinery in the Nuclear Business Unit area.
- h. Ensure that the welding program is well run (use of most appropriate weld procedures, welder training, and welding techniques).
- i. Provide oversight for the Safety Program.
- j. Single-point contact for union issues in the Nuclear Shop.
- k. Leverage the Orrvilon facility to the maximum extent possible including light fabrication, trucks and trailers.

In summary, HMD will serve as a full-service manufacturer to NPD, needing NPD's help only to amend the SAR or disposition a deviation that requires analysis.

12.2.3 Operations Manager – PPCD Manufacturing

Duties and responsibilities include the following:

- a. Responsible for cost and schedule for manufacturing of all components for PPCD and work secured from HMD.
- b. Single-point contact for union issues in the Code Shop.
- c. Provide oversight for the Safety Program.
- d. Maintenance of all equipment and machinery in the Code Business Unit area.
- e. Leverage the Orrvilon facility to the maximum extent possible including light fabrication, trucks and trailers.

12.2.3 Lead Product Line Manager - Nuclear

Duties and responsibilities consist of the following:

- a. Ensuring that all HMD procedures used in the shop (except welding procedures), including HSPs, HPPs, and QCPs, are in full compliance with the Company's Quality Program and applicable Codes and Standards, and are production-friendly.
- b. Providing guidance and leadership to the PLMs.
- c. Training of Production Supervisors.

12.2.4 HMD QA Manager

Duties and responsibilities consist of the following:

- a. Enforce all corporate QA procedures at HMD and its suppliers through a well coordinated plan of surveillance.
- b. Maintain the Approved Vendors List (AVL) and ensure that the QC Department follows all required quality practices, including instrument calibration.
- c. Surveil the shop to ensure that document control and material traceability are maintained.
- d. Responsible for preparing the Documentation Packages, CCRs, and other client deliverables.

12.2.5 Manager of Planning and Schedule

Duties and responsibilities consist of the following:

- Responsible for planning and scheduling of all HMD work activities.

12.3 Discipline Managers (Holtec Technical Services)

The following disciplines are established at HTS:

1. Applied Mechanics (HTS)
2. Nuclear Physics (HTS)
3. Design and Drafting (HTS)
4. Thermal-Hydraulics (HTS)
5. Site Services (NPD)
6. Licensing (HTS)
7. Head of Discipline Technical Heads (HTS):
8. Dry and Wet Storage Programs (NPD)

The principal responsibilities of the Discipline Managers are:

- a. Assign personnel for each task in the Task Tracking Database.
- b. Specify the expected completion date and target person-hours.
- c. Provide a face-to-face report on status of active tasks to the executive management in scheduled weekly meetings.
- d. Lead the effort to recruit additional staff, as necessary.
- e. Provide annual (confidential) performance review on the discipline personnel.

12.4 Project Managers and Adjunct Project Managers

- a. The PMs and APMs are announced for each project. Consult the Project Database for the names of PM and APM on a specific project.
- b. All PMs and APMs *must* take the self-study session being offered by the Company to be qualified for nuclear plant work.

13.0 CORPORATE GOVERNANCE AND CODE OF CONDUCT

13.1 Recognizing Meritorious and Poor Conduct

The procedure governing the conduct of all Holtec associates, regardless of rank, is set down in the Corporate Governance Manual (CD-7). Violation of any of the provisions of CD-7 will trigger the issuance of a Notice of Reprehensible Conduct (NRC)Form to the associate (please see Form HR-40). The NRC shall be issued only under circumstances in which an associate has been determined to have engaged in a reprehensible conduct that may damage the Company. Form HR-41 (DREW) shall be used to notify an associate of an error that has been detrimental to the Company's reputation or finances.

A "Demerit Notice", also provided as a part of this section (Form HR-42), is a less severe citation. A Demerit Notice may be issued by an associate's supervisor or any manager or executive up the associate's chain of command.

An Employee Warning Letter (Form HR-43) may also be given to an employee for poor conduct, poor work product or a violation of Company policy or the Employee Manual.

A "Citation of Meritorious Work" (Form HR-44), shall be used to recognize an associate's performance deemed to be creditable and exemplary.

13.2 Summary of Guidelines in External Interactions

1. No Holtec personnel will accept any gift from any corporate friend or acquaintance that exceeds \$50.00 in value. All gifts accepted must be reported in writing to the appropriate person in the Human Resources Department with a copy to the CFO. The identity of the gift giver and the reason for the gift must be provided in your e-mail report.
2. If a Holtec associate is approached by a client's employee for a position at Holtec, the Holtec associate must inform the individual that prior to commencing any discussions, he must obtain authorization from Holtec's upper management and Human Resources Department. Holtec's executive management will have to clear this matter with the client's upper management before making any overtures to hire a client's employee. This prohibition does not apply to contractors who may be working for the client.
3. Giving of any gifts in excess of \$100.00 in value to a client's representative must be approved by Holtec's upper management and Human Resources Department in writing. Providing unauthorized gifts or gratuities to client's representatives would expose the Holtec associate personally to the consequences of a wrongful act under U.S. law. The law extends to our activities in foreign countries also, under the so-called "Foreign Corrupt Practices Act".
4. Visits with client's personnel to places of adult entertainment are disallowed as a permissible business expense.
5. In addition to following the above guidelines, Holtec associates should familiarize themselves in this matter with the policy of Holtec's client so that none of the client's

rules are violated. CD-8 provides mandatory guidance on dealing with government employees.

13.3 Corporate Governance

Please read CD-7 carefully. Violation due to ignorance of its provisions does not exculpate an associate from an inadvertent wrongdoing.

13.4 Reporting of Complaints and Recommendations

Two email addresses, one for sending complaints and the other for sending suggestions, have been established for all Holtec associates. The “Complaints” mailbox is accessible to **Dr. Alan Soler ONLY** for reading. The “Suggestions” mailbox is accessible to the Executive Committee as well as Dr. Soler. If you wish to remain anonymous, please send your input from an outside computer, or simply state that in your email from any computer, internal, or external. If you wish to be identified, use any computer, and state that as well.

The company has established these mailboxes for anyone who finds his/her work environment to be: unsafe, unfriendly, oppressive, or otherwise disagreeable. Holtec has zero tolerance for sexual harassment, bigotry, unsafe work conditions, or an environment of retaliation or retribution. Suggestions for improvement are welcome and encouraged. Actions will be taken promptly regarding both complaints and suggestions.

The email addresses are:

complaints@holtec.com
suggestions@holtec.com

14.0 TRAINING AND HUMAN PERFORMANCE

Holtec International views continuous training of personnel to be a critical component for improving human performance. As discussed below, a number of training vehicles are used by the Company.

14.1 Holtec Personnel Training

Manual (CD-02: This is the basic training document that provides generic guidance to Company personnel in different departments across the Company. CD-02 should be read by all personnel.

14.2 Training Modules

A number of PowerPoint-based training modules have been developed by the Company for indoctrination of personnel. These modules include QA related topics as well as discipline specific topics. The training modules are stored on the Company network under G:\Generic\Training-Holtec University for self-study by the Company's personnel. Classroom training may also be given at periodic intervals.

Exhibit 14.A contains a list of training modules available as of December 31, 2010.

14.3 E-Mail Training: Lessons Learned Database

Holtec uses the email system to provide lessons learned to all applicable Holtec employees. Many of these lessons learned are generated as a result of corrective actions initiated by Holtec. The lessons learned files are maintained on the network under n:\public\qainfo\lessons learned. Lessons learned are also cataloged and maintained in an easily searchable database which is accessible to all employees from the Paradox Database Screen.

14.4 Training Tablets

The training tablets are in tombstone-form that appear on all company computers when the computer is powered on. The training tablets are single-topic, succinct messages that are intended to expose and reinforce the Company's culture on an ongoing basis.

Exhibit 14.B contains a few samples of illustrative "training tablets". All Training Tablets are saved under N:\Paradox\Holtec directory.

15.0 PERFORMANCE DISSEMINATION AND PERFORMANCE REVIEWS

15.1 Bi-Weekly Reports

All non-union Company personnel except secretarial staff from all Company divisions are required to complete a Bi-Weekly Report on their individual work accomplishments. Personnel are required to fill out the Bi-Weekly reports on the first and third Friday of each month. The completed reports are saved on the Corporate Computer Network directory and e-mailed to a staff member's direct supervisor and the executive in charge of the Company Business Unit as described in the top section of the Bi-Weekly report.

A Bi-Weekly Report template has been created for the following groups of personnel:

1. Sales and Marketing
2. Project Management
3. Design and Analysis
4. Quality Assurance
5. Site Services
6. Accounting

A copy of the latest templates are saved under G:\Generic\Bi Weekly Reports\2009 directory on the Corporate network located in Marlton, NJ. Please contact the Program Manager, NPD if you have any questions on the Bi-weekly reports.

15.2 Performance Review Forms

Form HR-7 is used to document an annual review of Holtec associates.

Form HR-7 is also used to document the review of Holtec management by the Company's associates. The annual Holtec Executive Survey is used by all associates to provide feedback of the executive management at Holtec.

15.3 Confidential Review of Holtec Executive Personnel

The annual Holtec Executive Survey is used by all associates to provide feedback of the executive management at Holtec. The Survey is sent to all company personnel in December of each year.

15.4 Improving our Work Environment

If you have a complaint or unaddressed grievance of any sort related to your work environment that remains unresolved, please do not suffer in silence.

Please read the Holtec Corporate Governance & Ethics Manual (CD-07 stored in G:\Generic\Holtec Corporate Manuals\CD-07 on the Holtec network) and follow the instructions therein to submit the complaint to complaints@Holtec.com.

To allay your concerns of possible retaliation from anyone, the manual informs you on the means to maintain your privacy while filing your complaint. Holtec's Corporate Governance Officer, Dr. Alan I. Soler is empowered by the Company's Executive Committee and the Board of Directors to address the underlying issue and, if necessary, report it to the Company's Board of Directors.

Starting on Jan 3, 2011, Holtec International will collate the complaint data on quarterly basis to monitor the health of our work environment at all Holtec Division locations.

15.5 Internal Communications

Holtec Internal Communications in person or via email, telephone or text shall be conducted in a professional manner. No derogatory language shall be used at any time. Please reference the Holtec Corporate Governance & Ethics Manual (CD-07 stored in G:\Generic\Holtec Corporate Manuals\CD-07 on the Holtec network) for guidance. All Company associates and contractors shall be aware that Holtec reserves the right to monitor all internal (as well as external communications) on Holtec Company property.

When communicating through email, Company associates shall use professional etiquette by addressing the email to the person(s) in the "Body" of the email appropriately to match the person(s) in the "To" line of the email. Those persons in the "CC" line of the email shall check to confirm that the email is not individually addressed to them in the "Body" of the email but should read and understand the email nonetheless. The "Subject" line should be used appropriately by the Sender of the email in order to provide a clear and concise subject of the email communication.

16.0 Drug and Alcohol Policy

16.1 Introduction

The Company has a strong commitment to provide a safe workplace for all, to promote high standards of performance, to protect our employees, agents' and contractors' health and safety, and to promote and maintain customer confidence in our services. Holtec International ("The Company") recognizes that involvement with drugs and alcohol, whether on or off the job, may affect job performance and endanger the health and well-being of both the involved individual, as well as those coming in contact with that individual.

The Company is confident that you must also be aware of the obvious and potentially serious risks to you, your co-workers, others in the workplace or at the worksite, and to the successful conduct of our business affairs, which could result from drug and alcohol use. Thus, we have adopted the Company Drug, Alcohol and Substance Abuse Policy (the "Policy"), which applies to all full-time and temporary employees, and to all agents and contractors of the Company at all Divisions of the Company.

This Policy shall be made available to all labor organizations whose members are utilized by the Company in the performance of its business; and the Company encourages those labor organizations to distribute copies of the Policy to its members or otherwise make its contents known to their respective memberships.

ACCEPTANCE AND COMPLIANCE WITH THE TERMS OF THIS POLICY SHALL BE AN EXPRESS CONDITION OF EMPLOYMENT WITH THE COMPANY. THE VIOLATION OF ANY PROVISION OF THIS POLICY WILL BE CAUSE FOR DISCIPLINARY ACTION AS DETERMINED TO BE APPROPRIATE BY THE COMPANY UP TO AND INCLUDING TERMINATION OF EMPLOYMENT OR CONTRACT STATUS OR DENIAL OF EMPLOYMENT FOR A FIRST OFFENSE OR VIOLATION.

The Company may perform work for public or private corporations, institutions, political subdivisions, or other business entities; or employ individuals who are members of various labor organizations, which have adopted their own form of drug, alcohol or substance abuse policy. In order to avoid any ambiguity as to which policy shall be applied to any given situation, the terms of this Policy shall supersede those of any other entity's Drug, Alcohol or Substance Abuse Policy. This paragraph shall be applied in all cases involving any employment applicant, employee, agent or contractor of the Company; except that, should any other applicable entity's policy provide for a more restrictive application or interpretation, in the interest of facilitating the highest possible level workplace safety, the policy establishing the strictest application or interpretation shall be applied.

As with all of its policies, the Company reserves the right to modify or supplement this policy at its sole discretion as may be necessary and appropriate, either to meet the objectives of achieving a workplace and a work force free from drug and alcohol abuse or to reflect changes required by law or regulation. Further, nothing in this policy is to be construed as a waiver of any of the Company's inherent managerial and administrative rights to maintain discipline and to treat unacceptable work performance as a cause for termination of employment at any time.

16.2 Definitions

- A. “Drug” means any potentially mind or ability-altering chemical of any kind, including specifically, but not limited too: depressants; stimulants; cocaine; narcotics; methadone; marijuana, and any other cannabinoid; hallucinogens or other controlled substances; any other legal or illegal drugs, and prescribed and over-the-counter medication.
- B. “Individual” means any applicant for employment, employee, agent or contractor of the Company.
- C. “Reasonable suspicion” means that an individual’s actions, appearance or conduct have caused the Company to suspect that the individual may be in violation of this Policy.

16.3 General Rules Regarding Drugs and Alcohol

- A. No individual shall manufacture, sell, dispense, distribute, use or have in his or her possession alcohol or drugs while on Company property, while using the Company vehicles or equipment, while performing work for or otherwise conducting any Company business, or while on meal breaks or rest periods.
- B. No individual shall report to work, use the Company equipment or conduct the Company business while impaired or under the influence of a drug or alcohol. For the purpose of this Policy, an individual will be considered to be impaired or under the influence of a drug or alcohol if that individual, upon testing, tests at levels at or in excess of the cut-off levels set forth in Section IV.F.1 of this Policy.
- C. Notwithstanding the above prohibition, individuals may take over-the-counter medication or prescribed dosages of medication under the direction of a physician while on the Company property, while using the Company equipment, while conducting Company business, or while on meal breaks or rest periods, so long as said medications do not adversely affect the individual’s ability to work in a safe and efficient manner. While doing so, however, they are responsible for being aware of any effect such medication may have on the performance of their job duties and must promptly report to their supervisor the use of any medication which might affect their ability to perform their job safely and efficiently. Individuals will not be disciplined for taking the prescribed dosage or medication, if it has been *previously* reported to their supervisor.
- D. It is an individual’s duty to report the use of prescribed or over-the-counter medication which might affect job performance *before* job performance is actually impaired. Reporting or excuses made “after the fact” are not sufficient to limit or modify any disciplinary or remedial actions taken under this Policy. For the purposes of this Policy, individuals who report to work or perform work while impaired or under the influence of a prescribed or over-the-counter medication, the usage of which has not been reported to the supervisor previously, will be treated as having

reported to work impaired or under the influence of a drug, and thus in violation of this Policy.

- E. When the Company determines, in its sole discretion, that the circumstances warrant removing an individual taking prescribed and/or over-the-counter medication from his or her current job, the Company may place such individual on a medical leave of absence or arrange for alternative work to be performed on a temporary basis, at its discretion.
- F. Any individual who violates the terms of this Policy will be subject to disciplinary action up to and *including termination of employment*. Additionally, any employee who is found to have violated this Policy shall not be eligible for rehire for twelve (12) calendar months from the date of the violation; and thereafter must successfully demonstrate that he is drug and alcohol free to the satisfaction of the Company.
- G. Nothing in this Policy shall be construed as a waiver of the Company's right to take disciplinary action against an individual under other existing policies, procedures or job site work rules for unsatisfactory performance or misconduct. The use of or treatment for the use of abuse of drugs or alcohol will not be a valid excuse justifying poor work performance or misconduct.
- H. The level of discipline to be imposed for violations of this Policy shall be governed by the Company, at its sole discretion.

16.4 Drug and Alcohol Testing and Searches

A. General Overview

- 1. For the purposes of this Policy, if an individual tests positive for a drug or alcohol, the individual will be presumed to be under the influence of a drug or alcohol, and thus in violation of this Policy. An individual will be considered to have tested positive if the drug or alcohol test results indicate the presence of a drug (or substance metabolite) or alcohol in the individual's system at or above the cut-off levels set forth in Section IV.C.1 below.
- 2. If an individual refuses to submit to a drug or alcohol test pursuant to this Policy, the individual will be the same as an individual who agrees to be tested and tests positive.
- 3. If the results of any test indicate that the specimen has been adulterated in any way, the Company shall consider the adulterated specimen to be a positive test result.
- 4. Prior to testing, all individuals being tested will be required to sign a consent/release form authorizing both the screening test and the release of the results to the Company. Refusal to sign such a consent/release will be considered to be the equivalent of refusing to submit to the screening test and, thus, a violation of this Policy.

5. All drug and/or alcohol screening tests will be conducted by a facility chosen by the Company.
6. Arrangements will be made by the Company to transport any individual who is believed to be under the influence of a drug and/or alcohol to the testing facility for a screening test.

B. Testing when Reasonable Suspicion Exists

1. Individuals whose performance or behavior indicates possible drug or alcohol use/abuse or impairment may be subject to a drug and/or alcohol-screening test based upon reasonable suspicion. Examples of behavior and performance which may provide such a reasonable suspicion are listed below; however, they have been listed for descriptive purposes only and are not to be considered all inclusive:
 - Excessive absenteeism, which may include an excessive tardiness record, continuous unavailability or excessive frequency of occurrence.
 - A poor work-related accident record when reviewed with regard to type of accident, frequency of accident, or severity of accident.
 - Involvement in a work-related accident.
 - Displaying abnormal behavior on the job as observed by a supervisor and/or co-workers.
 - Odor of alcohol on the breath or clothes.
 - Inability to perform usual/routine tasks
 - Poor overall employment record including attendance reviews, disciplinary letters, performance reviews, and accident records.
 - Involvement in the use of unauthorized delivery of a drug without authenticated medical explanation.
 - Information made available to the Company from an outside source or from other than Company personnel which, upon review and investigation, is considered by the Company in its sole discretion to be a reasonable basis to require a drug or alcohol screening test.
 - Involvement in the use, unauthorized possession, misappropriation or unauthorized delivery of a drug or alcohol while on duty or on the Company property.

- Arrest on criminal charges of possession, use or delivery of a drug, either on or off of the workplace.
- the Company has developed a Reasonable Suspicion Observation sheet to assist its supervisors in evaluating and documenting the existence of the circumstances giving rise to any reasonable suspicion test.

C. Test results

1. When screening tests are required under this Policy, the individual tested will be considered to have tested positive if any of the following levels are met or exceeded:

Drugs (all levels ng/ml)		
Drug	RIA Screen	GCMS Confirmation
Marijuana metabolites	20	15
Cocaine metabolites	300	150
Opiate metabolites	300*	300
Phencyclidine	25	25
Amphetamines	1000	500
Barbiturates	200	200
Benzodiazepines	300	300
Methaqualone	300	100
Methadone	300	300
Propoxyphene	300	300

25 ng/ml if immunoassay specific for free morphine.

Alcohol .05% (Blood Alcohol level).

These levels are designed to meet the cut-off levels established under the HHS guidelines dated April 11, 1988

2. If the results of an individual's drug or alcohol screening tests are positive, a portion of the original sample will be retained and made available for further testing. If the tested individual requests that the sample be split at the collection site, medical personnel will split and retain a portion of the specimen. All necessary supplies (such as specimen container, label and mailer) will be provided by the testing facility at the time of the test. A portion of the specimen will be sent to a designated accredited laboratory, which has been certified by SAMHS/NIDA. All confirmation test results will be forwarded to the Ten (10) panel. The panel will notify the Company of the results of the confirmation test (pass or fail).

D. Searches

The Company reserves the right to conduct random searches of equipment and personal property, including vehicles located in or on, or brought in or onto the Company property, work sites or equipment. The Company also reserves the right to use other investigative methods when reasonable suspicion exists to indicate possible drug and/or alcohol possession, abuse or impairment. All locks used on the Company property or equipment must be issued by the Company and are the property of the Company. Refusal to cooperate in the conducting of a search provided for in this provision will be considered a violation of this Policy.

16.5 Employee Assistance

It is the responsibility of each employee to voluntarily seek assistance for a drug or alcohol problem before a test is required, or the problem otherwise leads to disciplinary action. In order for an employee's decision to seek assistance for a drug or alcohol problem to be considered voluntary, the employee must seek such assistance prior to being referred to a collection site for the purposes of obtaining a drug or alcohol test and prior to being identified as violating the Company rules. Once a violation of any of the Company rules has been identified, subsequent requests for assistance for a drug or alcohol problem will not lessen the disciplinary action for the rule violation.

Any employee who successfully completes an evaluation, treatment and/or rehabilitation program, whether the employee voluntarily sought assistance or not, shall, as a condition of returning to the workforce, be required to enter into a "Conditions for Reinstatement or Rehire" Agreement (the "Agreement"). Pursuant to this Agreement, the employee will be required to consent to be tested for drug and/or alcohol, with or without cause, and without notice. An employee who voluntarily has sought assistance will be subject to such testing for nine (9) months following his or her return to work. An employee, who completes any treatment or rehabilitation program involuntarily, as defined above, shall not be eligible for hire or rehire for twelve (12) calendar months from the date of the violation, as set forth in Section III.F. above. The Agreement also will require, as a condition of continued employment, that the employee follow all prescribed after-care treatment.

17.0 SAFETY AND QUALITY FORMS

Holtec International's power plant operations include field services as well as manufacturing of parts, components, and structures. Holtec International holds safety of the company's associates engaged in physical activity to be a central corporate focus. The sections in this chapter summarize some of the pro-active steps taken by the Company to raise safety awareness and to implement processes to improve safety performance of Company associates, contractors, and visitors to our plants.

17.1 Required Action Before Granting Access to a Visitor to a Holtec Manufacturing Facility

The attached Holtec Form HR-20 (Exhibit 17.A) is implemented across all Holtec manufacturing locations. This form requires the Plant's Safety Manager and his or her superiors to evaluate the risk to the person of a visitor before granting access to the plant's work areas – no exception.

Form HR-20 is intended to keep visitor's from placing themselves in harm's way. The Company will continue to treat the safety of people as the paramount consideration in all of our plants. As has been stated to our managers many times, those who place productivity before safety will end up with neither. All of our plant managers and executives are encouraged to keep the banner of safety flying high at all times at all of Holtec's plants and construction sites where we are deployed.

17.2 Holtec Safety Bulletin

The Holtec Safety Bulletin is developed and distributed periodically by the Corporate Safety Manager to educate the Company's workers in safe work practices by using lessons learned from ongoing operations. The template of the Safety Bulletin is provided in Exhibit 17.B.

17.3 Vow of Safety

The Vow of Safety is a declaration of every shop worker's commitment to uphold safety as the paramount goal. A sample vow of safety is provided as Exhibit 17.C.

17.4 Safety Policy and Principles

The Holtec Safety Policy and Principles were developed by the Holtec State Certified Safety Committee to be utilized as the foundation of all safety and health related processes and employee actions. The Safety Policy and Principles is provided as Exhibit 17.D.

17.5 Safety and Health Programs

The Holtec Safety and Health Programs outline clearly stated work rules that are to be followed to protect workers and allow for safe operation of all Holtec facilities. All employees have the responsibility to know and follow safe work practices. Employee safety and health has been and will continue to be an integral part of everything we do at Holtec.

18.0 MISCELLANEOUS ITEMS

18.1 Questionnaire for Prospective Manufacturers as Holtec's Team Partner

The questionnaire below is intended to obtain basic data on prospective manufacturing team partners to help determine the Company's eligibility for further evaluation.

1.	Date Company was founded.
2.	Annual Sales (provide sale of the subsidiary or <i>division</i> if the Company operates through autonomous subsidiaries)
3.	Number of salaried personnel at the plant
4.	Number of shop production personnel
4a.	Number of welders
4b.	Number of mechanics
5.	Number of QA/QC personnel
6.	Shop fabrication area (square feet)
7.	Maximum overhead crane capacity (tons)
8.	Has any violation of national/local worker safety regulations over the past three years occurred in the plant? If so, please provide data
9.	Is the shop unionized?
10.	Is the candidate plant willing to enter into an exclusive relationship with Holtec International?
11.	Please provide brief data on the experience and background of the business units' top management
12.	Please describe prior (if any) experience in manufacturing products/systems that will be covered by the proposed teaming agreement
13.	Does the plant have a nuclear QA program? If so, please provide a copy of the Quality Assurance Manual
14.	Does the plant possess any national certifications (such as the ASME Code stamps)? If so, please provide copies of certificates
15.	Please provide the number of components delivered in the past 12 months, and the percentage of that number that was delivered on time
16.	Please provide the number of reportable injuries per 100,000 manhours worked in the plant
17.	Please list the types of materials that the plant has worked with in the past three years (such as carbon steel, stainless steel)

18.2 Process for Shipping Holtec Components

Once the component has been fabricated, tested and inspected in accordance with the requirements of the appropriate IPR (Inter-Division Purchase Requisition), the process of shipping the component from a Holtec's manufacturing facility involves the following steps:

1. As required by the IPR, a shipping release must be obtained from the client before arrangement for shipping can be made.

2. Once the shipping release has been obtained from the Client then the shipping Logistics Manager at the Manufacturing Facility makes the arrangement for shipping the component to the Client's Site.
3. The shipping and arrival dates are established by close coordination with the Client. When the offloading of the equipment at the site is part of Holtec's work scope then Holtec's Site Services personnel are also contacted by the Logistics Manager to coordinate the shipping and arrival dates.
4. Once the shipping and arrival dates have been established then the PLM/Scheduler from the manufacturing facility will issue a Notice of Imminent Shipment form (see attached Exhibit 18.A) to Group1@holtec.com e-mail distribution group and to the Client notifying everyone of the impending shipment of the equipment. Group1 e-mail distribution group includes all NPD Project Managers, Site Services Personnel and Accounts Payable personnel. This notice is sent to help alert our Clients for the upcoming equipment shipment to ensure that the site is prepared (i.e. security clearances) to receive the equipment. The PLM/Scheduler is advised to transmit this notice approximately two weeks before the scheduled ship date of heavy equipment such as HI-STORM and one week prior to the scheduled ship date of small packages such as ancillaries.
5. Finally, on the day of the equipment shipment from the manufacturing facility, the Shipping logistics Manager issues a Shipping Manifest (see Exhibit 18.B) notice to Group1 email group and the Client informing everyone that equipment has shipped and it is on its way to the Client site. The Shipping Manifest form contains information on the Truck Driver, type of equipment, quantity, weight, expected arrival date, etc.

18.3 Position Papers: Formatting and Filing

Filing of the position papers and the Table of Contents is by the Administration Department's Administrative Assistant.

18.3.1 How to Obtain a Position Paper Number

A. Provide the author(s) name and paper title to the Administrative Assistant so a placeholder file can be placed in the Position Paper directory while the paper is being prepared, to avoid inadvertent duplication of numbers assigned. Alternatively, to obtain a sequential number for the paper, follow these steps:

1. Obtain the next sequential number from the appropriate word file subdirectory:
 - Dry Storage (DS) Position Papers
 - Heat Exchange (HX) Position Papers
 - Wet Storage (WS) Position Papers
2. Confirm that that next sequential number hasn't been used by also checking the PDF directory and the Table of Contents for that category (DS, HX or WS). This

cross-reference is necessary in the event another individual pulled a number for use but didn't make a placeholder in the PDF directory (i.e., made a placeholder file in word files, but not in the PDF files, or vice-versa).

Note: Some papers have their own subdirectory when there are many files relating to that paper.

18.3.2 Organization and Formatting

Organization of the paper is by the author, but please note:

- A. A list of figures and/or attachments can be added at the end of the text (and should be if some or all of the figures, attachments and/or appendices cannot be made physically part of the word file).
- B. When a paper is in draft stage, consider putting a DRAFT watermark on all pages in addition to listing it as Draft in the header.
- C. Assign the paper Draft status when it's under preparation and change it to Revision 0 when it's final. (For example, don't assign a status of a "Revision 0 Draft".)

18.3.3 Header and Footer

- A. *The verbiage exactly as given in (B) below is required for the header and footer.*
- B. The header must contain the following information:

Holtec International Position Paper DS-XXX
Title
Author(s)
Revision Number and Revision Date

Note Regarding Header Information

Some authors have omitted the author and revision date in the header either because they have included a revision log at the end (if QA-validated) or inadvertently.

Whether or not the paper contains a revision log and signatures at the end of the paper, the header should contain the author and revision number and date.

- C. The footer must contain the following information:

If the paper is not QA-validated the footer contains:

Holtec International Proprietary Information
Unless otherwise explicitly stated, Position Papers are not QA-validated documents.
Page X of X

If the paper is QA-validated the footer contains:

Holtec International Proprietary Information
This Position Paper is a QA-Validated Document.
Page X of X

Note Regarding the Footer Information and the PDF File

If the PDF file contains pages (figures, attachments, or appendices) that can't physically be made part of the word file, add the same footer to those pages of the PDF file that fall after the page where the actual footer ends, to ensure that the phrase Holtec International Proprietary Information is contained on all pages.

18.3.4 Filing of Position Papers

- A. Send the word file or both the word file and the PDF file to the Administrative Assistant for filing electronically and filing a hardcopy (the current revisions of papers are kept in 3-ring notebooks for reference).
- B. If you file the paper electronically, notify the Administrative Assistant so the Table of Contents can be updated and so that the most current revision can be filed in the 3-ring books.
- C. g:\generic\position papers\dry storage word files\current folder of DS Word files
g:\generic\position papers\dry storage PDF files\current folder of DS PDF files

Wet storage and heat exchange papers directories are named ...”WS Word files”, etc.
- D. Name the file “DSxxx Rev Draft...” or DSxxx Rev 0” so it falls in sequence in the directory listing.
- E. When the paper becomes officially Revision 0, the word “draft” should be dropped from the paper’s header and the file name.
- F. Name files that contain only the figures and/or attachments with the same prefix.
Example: DS264 Rev 0 Attachment A....
- G. Filing of subsequent revisions beyond Revision Draft or Revision 0:
 - 1. Each position paper directory contains a “Review File” subdirectory to store earlier revisions of the papers.
 - 2. So long as complete versions of the old revision (word file and PDF file) are archived in the Review folders, the hardcopy of the old revision will be discarded and replaced with the current revision.

3. The overall directory for Position Papers (n:\generic\position papers) also contains a subdirectory:

g:\generic\position papers\Archives of Earlier Papers All Categories

18.4 Memo to Clients to Secure Permission to Publish Holtec Highlights

All requests to the client should go out with the following standard text:

" Dear xxxxx,

The attached issue of Holtec Highlights focuses on a product or service that bears a nexus to one or more contracts with your company being executed by Holtec International. While we have taken utmost care in crafting this publication, we request you review the attached text matter to ensure that its contents are fully in keeping with your (our client's) interests. As a matter of policy, the purpose of Holtec Highlights is to share significant technology or business developments with our stakeholders; as a matter of policy we don't disclose commercial or sensitive technical data in our press releases.

We would appreciate your no-objection email (or any proposed changes you may wish to make) by next [fill in day] to enable us to maintain the publication schedule.

Thank you."

18.5 Patents and Trademark Registrations Granted to Holtec International

The following is a near-current list of patents and trademark registrations that have been granted to Holtec International.

Patent Title	Patent Number	Date of Patent
Tube Bundle Support	4,579,304	April 1, 1986
Non-Segmental Baffles	4,595,161	June 17, 1986
Honeycomb Fuel Basket	5,898,747	April 27, 1999
Radiation Absorbing Refractory Composition	5,965,829	October 12, 1999
Extrusion Fabrication Process for Discontinuous Carbide Particulate Metal Matrix Composites and Super Hypereutectic Al/Si	6,042,779	March 28, 2000
HI-STORM Overpack	6,064,710	May 16, 2000
External Steam Dump	6,481,208B1	November 19, 2002
Duct Photon Attenuator	6,519,307B1	February 11, 2003
HI-TRAC Operation	6,587,536B1	July 1, 2003
Daeration of Makeup Water in a Steam Surface Condenser	6,619,042B2	September 16, 2003
Cask Mating Device (Hermetically Sealable Transfer Cask)	6,625,246B1	September 23, 2003
Improved Ventilator Overpack	6,718,000B2	April 6, 2004
Below Grade Transfer Facility	6,793,450B2	September 21, 2004
HERMIT (Seismic Cask Stabilization Device)	6,848,223B2	February 1, 2005
Cask Mating Device (Divisional)	6,853,697	February 8, 2005
Davit Crane	6,957,942B2	October 25, 2005

Patent Title	Patent Number	Date of Patent
Duct-Fed Underground HI-STORM	7,068,748B2	June 27, 2006
Forced Helium Dehydrator	7,096,600B2	August 29, 2006
Below Grade Cask Transfer Facility	7,139,358 B2	November 21, 2006
Forced Gas Flow Canister Dehydration	7,210,247 B2	May 1, 2007
Fin Tube Assembly for Heat Exchanger and Method	7,293,602 B2	November 13, 2007
HI-TRAC Operation (Maximizing Radiation Shielding During Cask Transfer Procedures)	7,330,525	February 12, 2008
HI-STORM 100U	7,330,526B2	February 12, 2008
Flood Resistant HI-STORM	7,590,213B1	September 15, 2009
HI-STORM 100M	7,676,016B2	March 9, 2010
Dew Point Temperature Based Canister Dehydration	7,707,741B2	May 4, 2010
Lateral Access Fuel Rack	7,715,517 B2	May 11, 2010
Trademark Name	Registration Number	Date of Registration
HI-TRAC	2,564,194	April 23, 2002
HI-STORM	2,556,261	April 2, 2002
HI-STAR	2,961,795	June 14, 2005

Notes:

1. Because the Patent Titles assigned by the U.S. Patent and Trademark Office that are on the actual patent are generic descriptions (i.e., it's difficult to distinguish one patent from another by its title alone), the Patent Title in the table above is the title that Holtec uses to refer to that patent to distinguish our various equipment patents.
2. Use of Trademark (Paragraphs (a) and (b) below are extracted from correspondence from the Patent Attorney):
 - a. A trademark registrant should use "Registered in U.S. Patent and Trademark Office" or "Reg. U.S. Pat. & Tm Off." or the letter R enclosed with a circle following the mark. The designation "®" should accompany the mark whenever it is used in conjunction with the goods listed in the registration. (Note: until a trademark is actually granted, the superscript mark TM should be used.)
 - b. A trademark should always be used as an adjective (never as a noun) followed by the noun that describes the product. This usage will help maintain a trademark's status as a *source* of a particular *brand* of product, rather than the common name for the product itself. Once a trademark becomes the common (or generic) name of a product, it can be used by anyone to designate that product.
3. It isn't necessary to use the ® symbol each time it's used within one piece of writing (a single letter or a single document). The symbol can be used throughout or it can be used the first time the product is referred to in the document. But, if the document has multiple sections or chapters, it should be used at least once (first occurrence) in each. The ® symbol is superscript.

4. The CEO's Administrative Assistant maintains copies of the patents and the trademark registrations. Accounting maintains the originals.

Exhibit 4.A to Chapter 4

MINUTES-OF-THE-MEETING

Holtec International / 555 Lincoln Drive West / Marlton, New Jersey 08053
www.holtecinternational.com

Holtec Project No.		Date of Meeting		Place of Meeting	
Participating Organizations		Subject of Meeting			
Names of Participants (indicate those who attended part-time or by video conference). A signed attendance list may be attached in lieu of a typed list (indicate in next column if attached).					
Prepared by		Verified by			

Summary of Discussions

(Continue on a Second Page, et. seq. as necessary.)

Commitments Made

Task	Due Date	Responsible Party

This template must be used to document and memorialize the substantive discussions that occur in a meeting on a Holtec project. The contents of these minutes must be verified by a second participant in the meeting. The verifier should preferably be from the interfacing organization. The preparer must be a meeting participant from Holtec.

Exhibit 5.A to Chapter 5

AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION (For Illustration Only)

1.1 Definition.

The term “Confidential Information” shall mean all information or enhancements which relate to past, present, and future research, development, and business activities of Holtec or Client and its Affiliates, including inventions, discoveries, formulas, processes, devices, methods, compositions, compilations, system plans, flow charts, source codes, algorithms, procedures, data and other proprietary information of Holtec or Client.

1.2 Exclusions.

Confidential Information shall not include:

- 1.3 Information lawfully known to Holtec prior to the performance of such Work other than through other work with or for Client; or
- 1.4 Information that is publicly disclosed through no act of Holtec, Subcontractors or any of their respective employees, either prior or subsequent to Client’s disclosures of such information to Holtec.

1.5 Holtec’s Obligations.

During the term of this Agreement and thereafter, except as the Client may authorize in writing, Holtec shall and shall cause its associates and Subcontractors to:

- 1.6 Treat and cause to be treated as confidential all Confidential Information;
- 1.7 Use Confidential Information only in connection with the performance of Work pursuant to this Agreement or the Blanket Purchase Order and/or the Purchase Order Release for a Specific Project;
- 1.8 Make copies of any tangible embodiment of Confidential Information only as necessary for the performance of such Work;
- 1.9 Remove any tangible embodiment of Confidential Information from the premises of Client only with the express written permission of Client; and
- 1.10 Return any and all tangible embodiments of Confidential Information to Client promptly following the request of Client, and in any event upon completion of Work pursuant to the Agreement or the Blanket Purchase Order and/or the Purchase Order Release for a Specific Project.

Exhibit 5.A to Chapter 5

AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION (For Illustration Only) (Continued)

1.11 Disclosure Pursuant to Court Order.

Notwithstanding the foregoing, Holtec may disclose Confidential Information to the extent that disclosure is required by a court or other governmental agency of competent jurisdiction, provided that Holtec shall provide notice to Client of the request for such disclosure promptly upon receiving it.

1.12 Irreparable Harm.

Holtec and Client acknowledge that the breach of any of the covenants contained in this Article 1 will result in irreparable harm and continuing damages to the other party and its business, and that the remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to the parties at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant, including, but not limited to, an injunction restraining the violating party from disclosing, in whole or in part, any Confidential Information. The losing party shall pay all of the prevailing parties' costs and expenses, including reasonable attorneys' fees and accountants' fees, incurred in enforcing such covenants.

Exhibit 8.A to Chapter 8

NOTICE OF COST and SCHEDULE IMPACT

Issuer: Holtec Manufacturing Division / 200 Braddock Avenue, Turtle Creek, PA 15145

HMD uses this notice to request action by an internal or external Client to avert the risk of an impending cost and schedule impact and later to notify the Client if a cost event occurs.

NCI Number (Number sequentially in a year (viz., 2008-1))		Rev. No.	Date of Issue	Issuer	Purpose
		Rev. 0			
Project No.		Rev. 1			
Type of Notice (See Note 2)		Rev. 2			
Client (viz., NPD)		Ultimate Client			
HMD PLM's Name		PM (If Known)			
Client PM		Cost Category (R, M, or S) (Note 1)			

LIST OF ITEMS AFFECTED

Item Name	Item I.D. in Production Schedule	Last date for receiving release before rescheduling cost will accrue (for R or M cost category)	Date when suspension cost becomes effective (for S Cost Category)

EXPLAIN THE BASIS FOR THIS NOTIFICATION BELOW

Continue on the next page, if required.

Process

First, this notice will be Issued by the HMD Scheduler or PLM in sufficient time to help NPD (or an external client, as the case may be) take remedial measures to avoid the cost of rescheduling of work. The PLM shall issue this notice on a suspended project as soon as a forced suspension occurs. Second, if the cost impact does occur, then the HMD controller will provide a final tally of the accrued charges at a suitable point in time to the client (viz., NPD, PPCD, or to an external HMD customer), such as, after the cause underlying the cost impact has been removed and work has resumed.

The tally of charges from the Controller is attached: (Use \$AM-111 and/or \$AM-112 to compute the extra charges.)	(Yes/No)
---	----------

Distribution: This form shall be e-mailed to the Client's Project Manager, EXCOM, FABMAN, MIDMAN, and Group1. The Corporate Finance Department will keep a log of NCIs.

Note 1: Legend

R: HMD being forced to reschedule the work because of lack of timely manufacturing release.

M: HMD being forced to reschedule the work because of failure on the Client's part to deliver the material under the provisions of the IPR.

S: Work suspended by the Client, resulting in under-utilization of HMD's facilities.

Note 2: Legend

I: Notice of Impending Risk of Cost. II: Notice by Controller of Cost Incurred

Note 3: Purpose can be either "*warning*" of an impending cost ("*warning*") or *notification* of accrued and/or accumulating cost ("*notification*").

Exhibit 8.A to Chapter 8

(continued)

NOTICE OF COST and SCHEDULE IMPACT

(continued)

EXPLAIN THE BASIS FOR THIS NOTIFICATION BELOW

Continue on this page, if required.

Exhibit 10.A to Chapter 10 TRAVEL AUTHORIZATION FORM (Form HR-28)	
Name of Associate	
Travel Dates	
Destination	
Purpose of Travel (if project related indicate Project number) and name of client or Holtec Supervisor that is requesting the travel	
Are the travel arrangements being made greater than two (2) weeks in advance?	Yes/No
If "No" please provide explanation	
Total Estimated Cost	
Name 2 Sources Used for Rates (Travel Counselor should be one of the sources)	
Airfare Cost	
Hotel Cost	
Car Rental Cost	
Associate's Signature / Date	
Supervisor's Signature	
Corporate Accountant Signature / Date	

NOTE: FAILURE TO HAVE THIS FORM SIGNED PRIOR TO ANY TRAVEL ARRANGEMENTS WILL RESULT IN THE REJECTION OF YOUR EXPENSE REIMBURSEMENT REQUEST.

Exhibit 13.A TO Chapter 13

DAMAGE REPORT ON ERRONEOUS WORK (DREW)

DREW is a citation issued to any person identified to have committed an error that could endanger safety or quality or that has been costly in reputation or treasure to the Company. DREW is submitted to the Corporate Human Resources Department for recordkeeping along with advice for further action.

All Holtec personnel, including those in design, analysis, manufacturing, site services, sales, and project management are subject to DREW citation.

Name of Cited Personnel	
Name of Cited Personnel's Supervisor	
Date of Citation	
Reference Holtec Project No. (if applicable)	
Reference QPV No. (if applicable)	
Name of Holtec Division	

Summary of Error

Consequence of Error

<input type="checkbox"/>	Loss of funds to the Company; estimated amount \$ _____
<input type="checkbox"/>	Damage to the Company's image with the Client: Name the client _____
<input type="checkbox"/>	Rework and Increased risk of scheduler non-performance
<input type="checkbox"/>	Increased risk of causing an unsafe working environment
<input type="checkbox"/>	Increased risk of error in manufacturing or site services

Cause of Error – Manager's Input

<input type="checkbox"/>	Inattention to detail
<input type="checkbox"/>	Insufficient understanding of the task being worked on
<input type="checkbox"/>	Inadequate background/training
<input type="checkbox"/>	Cavalier attitude

Cause of Error – Associate's Input (must be provided within 24 hours of receipt)

<input type="checkbox"/>	Individual pressured to produce work without regard to quality
<input type="checkbox"/>	Oppressive and stifling work environment
<input type="checkbox"/>	Poor supervisory guidance
<input type="checkbox"/>	Other: Please explain _____

Executive Determination (by a Member of the Executive Committee)

Severity of Error:

- 1: Damage, d, is less than \$1,000; no schedule impact (S = 0)
- 2: 1 < d < \$10,000; no schedule impact (S = 0)
- 3: 1K < d < 10K; at least one week schedule impact (1 < S < 4)
- 4: 10K < d < \$50K (S > 4)
- 5: \$50K < d < \$100K; over 1 month schedule impact

Distribution: (1) Cited person, (2) His/her supervisor (3) Human Resources Department (4) Executive Committee

Form No. HR-41

Rev. 0 June 2010

Exhibit 13.B to Chapter 13

CITATION FOR MERITORIOUS WORK

This citation may be issued to a Holtec associate for a distinguished work effort that is deemed by the associate's superior(s) to be of high caliber and to have been instrumental in meeting a critical corporate commitment. The issuer may be a member of the Executive Committee (EXCOM), middle management (MIDMAN), or a department head (TECHEADS). No issuer may issue more than three citations in a calendar year (average one in a 4-month period).

Associate's Name	
Associate's Employer Number	
Date of Citation	
Issuer's Name	
Relationship with the Recipient	
Period of Work for which this citation is made	

Area of Distinguished Performance

		Check Box
1.	Completed a project or task on an extremely tight schedule	<input type="checkbox"/>
2.	Developed an innovative solution to technical problem	<input type="checkbox"/>
3.	A long period of error-free work	<input type="checkbox"/>
4.	Other (Please explain below.)	<input type="checkbox"/>

Basis for Citation

Notes

1. Internal dissemination: This citation may be shared only with the associate or with his/her peers at the discretion of the issuer.
2. Non-Disclosure Third Parties: Holtec HR forms are Company confidential documents. Forwarding them to a third party except by those Company personnel who are explicitly so authorized by a member of the Company's Executive Committee is a violation of Company policy. All Company associates are expected to abide by this non-disclosure policy to maintain a good standing within the Company.
3. Distribution: (a) Recipient (b) Executive Committee (c) Personnel File (d) Issuer

Form No. HR-44

Rev. 0, January 2010

Exhibit 13.C to Chapter 13

DEMERIT NOTICE

The Demerit notice is issued to any associate who exhibits a sub-part activity or behavior. The Demerit Notice is issued by the individual's immediate supervisor or any upstream Manager/Executive based on the ongoing assessment of the conduct of individuals. The Demerit Notice may also be issued by the Company's QA Manager to a Company associate found to commit excessive quality infractions. The Demerit Notice will be issued only after an associate has been verbally advised by his supervisor to amend the deficiency but the associate has failed to do so. Any person who accumulates more than ten points in a year may be placed on probation or dismissed at the discretion of the Company's Executive Committee.

Associate's Name		Associate's Number	
Date Issued		Location	
	Activity	Max. No. of Demerit Points that May be Given	Actual Number of Points Given
1.	Often late to work.	5	
2.	Frequently fails to complete assigned tasks in assigned time.	5	
3.	Socializes excessively.	5	
4.	Frequently found surfing the Internet (sites unrelated to Holtec's business).	5	
5.	Often speaks unfavorably of colleagues and/or the Company or spreads rumors (a "bad apple" behavior).	5	
6.	Excessive number of errors in the associate's work product, QPVs, etc.	5	
Provide to the affected associate and his supervisor. File a copy in the Associate's Personnel File.			
Form HR-42		Adoption Date: March 1, 2010	

Exhibit 13.D to Chapter 13			
Notice of Reprehensible Conduct (NRC)			
Issued to		Position	
Associate's Employee Documentation Number		Location of Employment	
Sponsoring Holtec Executive		Date	
Concurred by		Date	
Reason for Issuance of NRC			
	Violation Category	Check Box	
1.	Willful violation of the Corporate Governance Procedure (HSP-1001)	<input type="checkbox"/>	
2.	Unethical Conduct	<input type="checkbox"/>	
3.	Activities disloyal to the Company	<input type="checkbox"/>	
4.	Violation of the Terms of Employment	<input type="checkbox"/>	
5.	Surreptitious use of the Company's funds for personal benefit	<input type="checkbox"/>	
6.	Insubordination	<input type="checkbox"/>	
7.	Violation of the Holtec Employee Manual	<input type="checkbox"/>	
8.	Rendering services to others in the associate's area of expertise (moonlighting)	<input type="checkbox"/>	
<u>Summary of Reprehensible Conduct</u>			
Both the executive who issued and the one who concurred must agree with the basis of citation provided below (be brief and specific).			
<u>Recommendation</u>			
This notice shall be held confidential within the Executive Committee: It shall be archived in the associate's Personnel File. This notice may be hand delivered to the addressee/associate at the discretion of the HR Manager.			
<div style="border-top: 1px solid black; width: 200px; margin: 0 auto;"></div> Sign Here			
Form HR-40		Adoption Date: March 1, 2010	

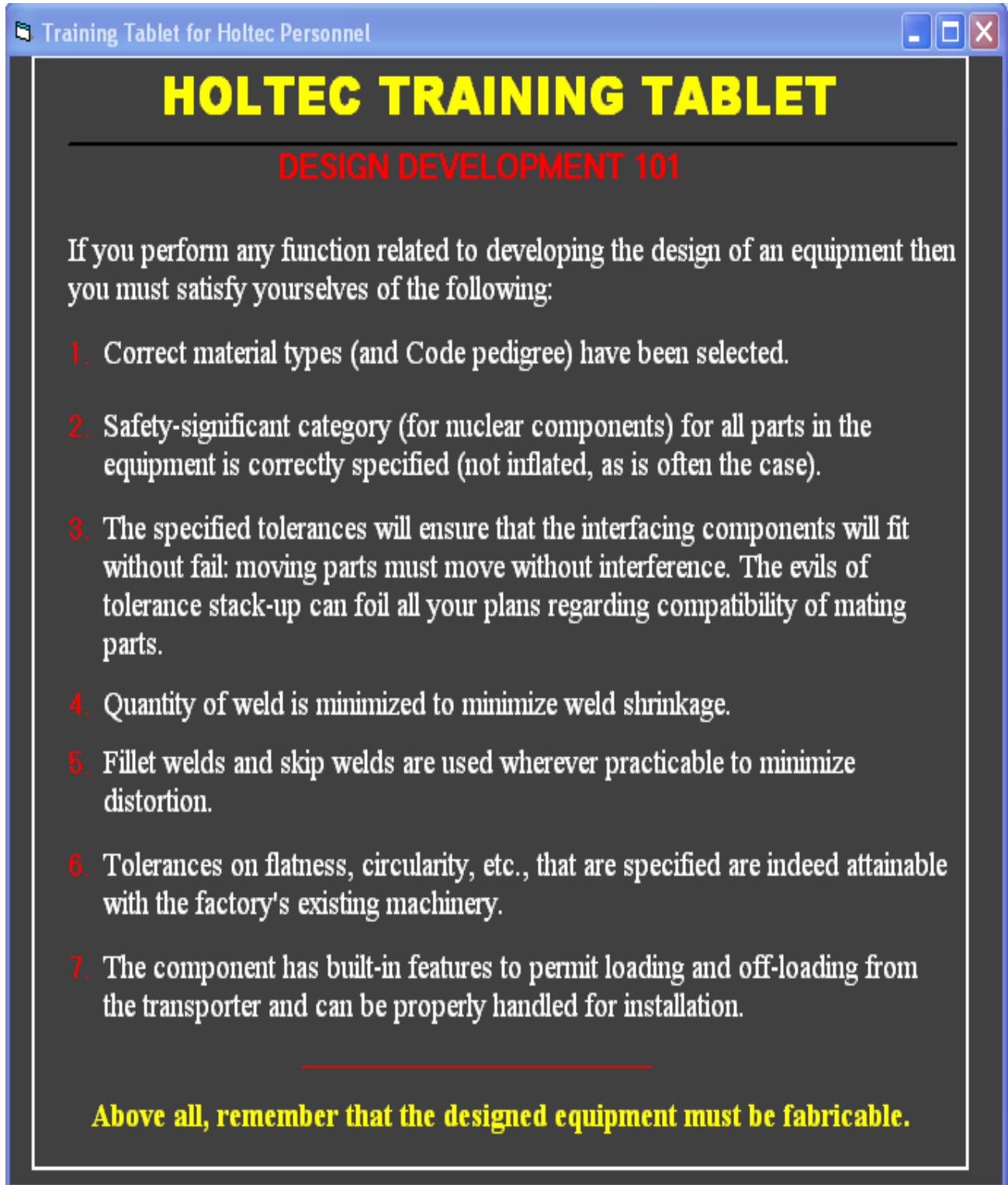
Exhibit 14.A TO Chapter 14

List of Training Modules

TRAINING FOLDER	SUB CATEGORY	DESCRIPTION
Contracts	N/A	Contracts: General Overview and Responsibilities)
Corporate Governance	N/A	Corporate Governance
Technical	Licensing	FSAR Writers Guide
Technical	Licensing	Certificate of Compliance (10CFR71 & 72)
Processes	72.48	72.48 Training Module- Overview
Processes	CCR	CCR Preparation
Processes	Drawings/ECOs	ECO Base Form
Processes	SMDR	SMDR Base Form
Project Management	N/A	How to be an Outstanding Project Manager
Processes	Procurement	Procurement Flow Chart
Processes	Drawings/ECOs	Drawings- Module 1: Drawings and ECOs
Processes	Drawings/ECOs	Drawings- Module 2: Drawing Reviews
Processes	Drawings/ECOs	Drawings- Module 3: Fabricability
Processes	Drawings/ECOs	Drawings- Module 4: Drawing Review Refresher
Processes	Drawings/ECOs	Drawings- Module 5: Standards
Technical	Applied Mechanics	ASME Code- Module 1 (Stress Limits, Weld Cat., Serv. Cond.)
Technical	Applied Mechanics	Seismic and Structural Basic Applications
Technical	Nuclear	Computer Review Guide
Processes	Procurement	Dedication and Quality Plans
Quality	N/A	Surveillance
Quality	N/A	Impact of a Discrepant Condition
Quality	N/A	ITS Classification
Project Management	N/A	Overview of Project and Program Management
Quality	N/A	Procedure Compliance, Self Checking and Review
Quality	N/A	Overview of QA Program
Site Services	Rigging	Rigging Manual
Site Services	Rigging	Rigging Handbook
Processes	Reports	Error Free Reports
Project Management	N/A	Client Communication
Quality	N/A	Root Cause
Quality	N/A	Auditing
Site Services	HI-STORM	HI-STORM Site Preparation- Module 1
Site Services	HI-STORM	HI-STORM: Concrete Overview- Module 2
Site Services	HI-STORM	HI-STORM: Site Work Activities- Module 3
Site Services	HI-STORM	HI-STORM: HSP-170- Module 4
Miscellaneous	N/A	ASME Code Overview
Miscellaneous	N/A	ASME Code- Section III- Article 2000
Miscellaneous	N/A	Dry Storage 101 (Note 5)
Miscellaneous	N/A	Wet Storage 101 (Note 5)
Miscellaneous	N/A	Criticality Overview (Note 5)
Miscellaneous	N/A	Radiation Overview (Note 5)
Quality	N/A	Human Performance
<p>Note 1: New training programs may be added to this matrix. Position only needs to complete training in place at that time. Personnel's individual training matrix identifies what training was completed at that time. Long time employees records may not include a matrix.</p> <p>Note 2: Read and sign of HSP-1001 is acceptable alternative.</p> <p>Note 3: Must have specific training in this area prior to performing activity.</p> <p>Note 4: Training as required based on work activities.</p> <p>Note 5: May be used as an option for indoctrination of new personnel when so identified on the individuals personnel training matrix.</p> <p>Note 6: Only required for those stating wok in Part 71/72 projects.</p>		

Exhibit 14.B to Chapter 14

ILLUSTRATIVE TRAINING TABLETS Shown on the Following 2 Pages



HOLTEC TRAINING TABLET

DESIGN DEVELOPMENT 101

If you perform any function related to developing the design of an equipment then you must satisfy yourselves of the following:

1. Correct material types (and Code pedigree) have been selected.
2. Safety-significant category (for nuclear components) for all parts in the equipment is correctly specified (not inflated, as is often the case).
3. The specified tolerances will ensure that the interfacing components will fit without fail: moving parts must move without interference. The evils of tolerance stack-up can foil all your plans regarding compatibility of mating parts.
4. Quantity of weld is minimized to minimize weld shrinkage.
5. Fillet welds and skip welds are used wherever practicable to minimize distortion.
6. Tolerances on flatness, circularity, etc., that are specified are indeed attainable with the factory's existing machinery.
7. The component has built-in features to permit loading and off-loading from the transporter and can be properly handled for installation.

Above all, remember that the designed equipment must be fabricable.

Writer's Guide for Technical Reports, SAR and Specifications

All Holtec documents are expected to follow the following rules are culled from the SAR Writer's Guide (stored in g:\SAR Documents\ directory on the Corporate computer network). Please use this tablet as your refresher to avoid committing formatting errors when writing SARs, Technical Reports, Specifications, etc.

- 1. The Document is divided into chapters with further grannularization, as required, into Sections, Sub-sections and paragraphs and sub-paragraphs. Number of decimals denotes the discretization status, for example, 3.2.1 is Sub-section in Section 3.2 which belongs to Chapter 3.*
- 2. All Tables are sequentially numbered within a Section; Thus Table 3.2.1 is the first table in Section 3.2. Ditto for Figures. Ditto for References.*
- 3. The correct tense for writing text matter is "present preposition": Thus "It is required "is correct, "We require "is not.*
- 4. No numerical data should appear in the body of any text narrative; all data must be in tables.*
- 5. Once a figure, table or reference is given an identifying (two decimal) number, that number can not be given to another table (or figure or reference, as the case may be) even if the subject table (figure or reference) is deleted in a subsequent revision of the document. Simply say, for example, " Table Intentionally Deleted".*

Exhibit 15.A to Chapter 15

CONFIDENTIAL PEER REVIEW OF HOLTEC PERSONNEL

Please rate your colleagues under the five categories (only those you interact with sufficiently to have a well-formed opinion).

Select five individuals whom you work with or of whom you have sufficient knowledge to provide input.

Give a rating between 1 to 5: 1 is poor, 2 is below average, 3 is average, 4 is good, 5 is excellent. This form should be filled out anonymously; management does not need to know the rater's identity.

Name	Is most competent in the position he or she is in.	Is an excellent team worker	Is very industrious, highly dedicated to his/her work.	Is a loyal corporate citizen	Assumes responsibility and attempts to meet deadlines	Shows self initiative and drive	Makes effort to improve own and others' productivity	Remarks

Exhibit 15.B to Chapter 15**Confidential Review of Holtec Executive Personnel**

Please rate those management personnel with whom you are well enough familiar to provide constructive input, for the categories listed below and using the following numerical ratings: 1. Poor 2. Below Average 3. Average 4. Good 5. Excellent 6. N/A: Not Applicable

This form should be filled out anonymously; Holtec's Executive Management does not need to know the rater's identity. Return the form by e-mail to the Human Resources Department within one week of the issuance of this form. When all forms have been returned, a summary of the results will be made available to each Company manager for self-improvement purposes. The object of your comments will not know your identity.

IN YOUR VIEW, THE NAMED MANAGER:							
Fosters an environment of merit-based reward.							
Fosters a professional/cooperative working environment.							
Fosters a "can do" environment.							
Is an industrious Company manager.							
Is intensely loyal to the Company's growth and success.							
Provides leadership to make project execution an efficient process.							
Sets clear goals and objectives.							
Is even-tempered and readily approachable.							
Is genuinely interested in my career growth.							
Emphasizes with my work-related problems and seeks to help me solve them.							
Is competent in assisting me in my area of activity.							
Does not suffer from indecisiveness.							
Displays a high level of personal involvement in ensuring worker safety (personal commitment to safety)							
Displays an appropriate regard for quality assurance (commitment to quality assurance)							
Displays a sense of urgency to meet schedule commitments.							
Is focused on improving worker productivity.							
Acts to improve morale through words and actions.							
Rewards subordinates based on merit (no favoritism).							
Loyal to the main objectives of the Company (minimization of waste, increased productivity, increased revenues, worker safety, prevention of theft, QA).							90

Exhibit 16.A to Chapter 16
Holtec International
CONDITION OF REINSTATEMENT OR REHIRE

I understand that my admitted use or abuse of drugs or alcohol as defined in the Company Drug, Alcohol and Substance Abuse Policy has raised a question about my ability to satisfactorily perform work for the Company consistent with its performance standards and applicable regulations. Accordingly, my reinstatement to employment or rehire by the Company is conditioned upon and subject to the following terms:

1. I will undertake treatment at _____.
2. I will participate in such program until successful completion thereof.
3. I will comply with all of the program's requirements, both during treatment and following completion thereof.
4. My reinstatement will be expressly contingent upon and subject to the written final report issued by (_____), and I hereby authorize the release of that report and all related documents to the Company.
5. Following reinstatement, I hereby authorize the Company to require appropriate screening tests for drug and/or alcohol use on a random basis or whenever supervisory personnel have reasonable suspicion to believe that I may be under the influence of drugs and/or alcohol.
6. Should I refuse to take such tests, I understand that I shall be discharged immediately.
7. I understand that my previous job performance justifies close supervision for an extended period of time upon my return to work, and I will accept such extraordinary supervision as a condition of my employment.
8. I understand that upon my return to employment, I am required to meet all applicable regulations and all of the Company's established standards of conduct and job performance, and that I will be subject to the Company's established disciplinary and other applicable procedures for failure to meet such standards.
9. I will be subject to the terms of these conditions of reinstatement until I have completed nine (9) calendar months of work from the date of my reinstatement. Upon completion of that period, my job performance and recovery process will be reviewed to determine whether the terms of this agreement will be modified or sustained.

Exhibit 16.A (continued)
Holtec International
CONDITION OF REINSTATEMENT OR REHIRE

10. I understand that my failure to meet any or all of the above requirements will constitute “just cause” for the Company to terminate me.
11. Nothing contained herein shall be construed as a waiver of the Company’s rights to take normal disciplinary action against me under existing policies and procedures for unsatisfactory work performance or other misconduct. My use of or treatment for use of drugs or alcohol shall not constitute a mitigating circumstance.

Dated this ____ day of _____, 20 ____.

Signed:

Employee, Agent or Contractor

Witness

By: _____

Exhibit 16.B to Chapter 16
Holtec International
TESTING CONSENT FORM

PLEASE READ AND SIGN BEFORE THE SAMPLE IS GIVEN

I, _____ hereby consent to provide urine, blood and/or breath sample for drug and/or alcohol testing and hereby authorize the release of the results of such tests to the Company for decisions relating to my employment, disciplinary action, and/or continued employment. I also hereby expressly release the Company from any and all liability of any arising from the taking of the sample(s), the testing procedure, or the release or use of this information.

I have taken or am taking the following drugs, prescription medications, or non-prescription medication within the past 30 days:

Name of Drug	Condition	Physician	Dosage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

 Signature

 Date

 Print Name

 Social Security Number

Please read and sign AFTER THE SAMPLE IS PACKAGED ACCORDING TO THE CHAIN OF CUSTODY PROCEDURE:

I acknowledge that the urine and/or blood sample(s) I have provided is my own. Further I attest that my social security number was written on the sample container's label, I initialed the label, the sample container was sealed with confidentiality tape, I initialed the tape, the sample was placed in a plastic bag with the request form and the bag was sealed with confidentiality tape.

 Signature

 Date

 Signature of person handling sample collection

 Date

Exhibit 17.A to Chapter 17

Visitor Access Request & Authorization Form

Date of Request (mm/dd/yyyy)		Visitor Number (number sequentially)	
Name of Facility		Facility Safety Manager	
Visitor Name		Visitor Affiliation	

Welcome to our Manufacturing Facility.

Please read the material below carefully. It is intended to familiarize you with the criteria that this manufacturing facility (herein referred to as Facility) uses to determine whether to permit access to the Facility by a visitor (non-Facility employee). Please realize that it is unlawful to provide a false or misleading response to this questionnaire.

Please be informed that the Facility Plant Manager and Safety Manager have uncontestable authority (at his/her sole discretion) to deny access to you to protect your safety and the safety of others.

Your responses to this questionnaire will not be shared with your employer or any other non-governmental entity unless so authorized by you or requested by a judicial authority.

Questionnaire

	Yes	No
--	------------	-----------

Part A: Fitness Criteria

1.	Have you ever used alcohol that resulted in on-duty impairment or tested positive for illegal drugs?		
2.	Have you been subject to a plan for treating substance abuse?		
3.	Have you been removed from or made ineligible for activities in accordance with a fitness for duty policy: the ability to perform job duties in a safe, secure, productive and effective manner??		
4.	Have you been denied unescorted access to any nuclear power station, shop facility <u>or denied employment</u> in accordance with a fitness for duty policy: the ability to perform job duties in a safe, secure, productive and effective manner?		
5.	Have you consumed alcohol or used recreational drugs within the past twelve hours?		
6.	Have you ever been convicted of a crime? If yes, please provide details on the reverse side of this form.		
7.	Has your authorized access to any nuclear power station or shop facility ever been revoked?		

Part B: Safety Requirements

1.	You will not enter any shop floor area without protective gear.		
2.	You will wear all protective gear provided to you by the Company for your use while in the shop.		
3.	You will not linger or socialize on the shop floor.		
4.	You will not walk outside of marked lanes unless escorted by a Facility Associate.		
5.	You will not take photographs (or engage in other activities that may distract you from a safety posture on the shop floor) without authorization from the plant's Safety Manager.		
6.	You will remain alert and take all safety precautions known to you to protect your person from harm.		
7.	You will keep a watchful eye on the floor and all obstructions around you that may hurt you as you walk the shop.		
8.	You may be requested to submit to a drug/alcohol test.		

As the manufacturing facility environment is inherently more challenging than an office, we ask the visitor to evaluate the risk to his/her safety in walking through the plant. The visitor agrees that he/she waives any claim or rights to a legal recourse against this Facility arising from physical harm to the individual while on the plant's premises. Long-term visitors who have been given lengthy access privileges are subject to surveillance for fitness for continued access. The access rights of an individual may be terminated by the Facility's Safety Manager.

By signing this form you are certifying that you have read and understand the Safety Requirements in Parts A and B above and that the information you have provided is true and accurate.

Signature of Visitor _____ / _____ Date: _____
(Print, Sign and Date)

Access Granted: ☐

Access Denied ☐

Period for which Access is Granted: From _____ to _____

Signature of Approving Authority: _____ / _____ Date: _____
(Print, Sign and Date)

Note: The Plant's Safety Manager is required to scan this completed form and transmit it to Holtec's Corporate HR Department for record keeping.

Holtec Form: HR-20

Exhibit 17.B to Chapter 17 Holtec Safety Bulletin

HOLTEC SAFETY BULLETIN

(A Corporate Bulletin to Raise Safety Awareness)

Safety Contacts:

Holtec Manufacturing Division
Turtle Creek, PA
Kevin Dodge
412-823-3773 x1034
kdodge@holtecmfg.com

**Engineered Aluminum
Systems Division
Campbell, OH**
Janet Motsko
330-774-6472
jmotsko@profabextrusion.com

Yves Robert
330-231-6111
Yrobert@profabextrusion.com

**Engineered Aluminum
Systems Division
Mt. Eaton, OH**
Jack Carlin
330-359-5461 x224
Jcarlin@profabindustries.com

Ken Miller
330-359-5461 x236
kmiller@profabindustries.com

**Nanotec Metals Division
Lakeland, FL**
Tom Haynes
863-709-9448
metamicllc@msn.com

Published by:
Holtec Headquarters
555 Lincoln Drive West
Marlton, NJ 08053
Contact:
Joy Russell
856-797-0900 x655
j.russell@holtec.com

We regret to announce that an incident occurred in one of our plants that was adverse to the health and safety of one of our associates. We trust that all Holtec associates will internalize the lessons from this incident. Remember: Quality work protects employment – Safety protects life.

Incident Date:
Location:

Incident Description

Summary of Resulting Injury

Safety Manager's Review of Incident

Lessons for Company Associates

Remedial Actions To Prevent Recurrence

Holtec's Safety Mantra: Always Alert- Accident Avert

Date

HSB XX.XX

Exhibit 17.C to Chapter 17

<h3 style="margin: 0;">A SOLEMN VOW OF SAFETY</h3> <p style="margin: 10px 0 0 0;"><i>Be It Known</i></p> <p style="margin: 10px 0 0 0;">That I am a safety conscious Holtec Associate. I work at the Holtec Manufacturing Division (HMD) in America's steel city, Pittsburgh, Pennsylvania. I routinely work in close proximity to machineries that are indispensable to my everyday work, but can also injure me. To ensure my safety and that of my co-workers, I do treat machines and equipment around me with due respect and full attention. I am acutely aware of the need to follow all safe practices and to remain alert at all times to avert accidents and injuries. I am also mindful of the safety of my co-workers. To ensure the safety of those who work alongside me, I consider it my duty to report any condition of an unsafe working environment around me to my superiors. My management encourages me to be a partner in our collective mission to make our plant the safest place in the country. I also understand that my health and safety is a matter of vital concern not only for me but also for my family and friends. I know that my vow of safety is critical to fostering a safe place for me and all of my co-workers.</p> <p style="margin: 10px 0 0 0;">Accordingly, I have signed this declaration as my solemn commitment to my family, my co-workers, all my loved ones, and my company to observe all safety directions provided to me, in writing or by verbal instruction, faithfully and conscientiously. I am committed to making the safety culture of our plant a model for all others.</p> <div style="margin-top: 20px; display: flex; justify-content: space-between;"> <div style="width: 33%; border-top: 1px solid black; text-align: center;"> <i>Signature</i> </div> <div style="width: 33%; border-top: 1px solid black; text-align: center;"> <i>Name (please print)</i> </div> <div style="width: 33%; border-top: 1px solid black; text-align: center;"> <i>Date</i> </div> </div>		
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Exhibit 17 D. to Chapter 17

Keystone Commons, 200 Braddock Avenue, Turtle Creek, PA 15145

Telephone (412) 823-3773 / Fax (412) 823-6669

www.holtecinternational.com

Safety Policy and Principles

1. Safety Policy

Safety is an integral part of everything we do at Holtec International; intertwined with quality; and woven into the production process so closely that there is no separation.

2. Safety Principles

The Safety Principles below are the foundation of all safety and health processes and subsequent employee actions. They shall be incorporated into all aspects of the business.

- a. We believe that all occupational injuries/illnesses are preventable.
- b. We are all accountable for our health and safety.
- c. We must always work safely.
- d. We are responsible for each other.
- e. We will plan "Safety" into our work.
- f. We will train employees to work safely.
- g. We will measure safety performance.
- h. We will resolve all occupational safety and health issues.
- i. We will address incidents, not just react to occupational injuries and illnesses.
- j. We will eliminate unsafe work practices and unsafe conditions.